

# TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY FULL BOARD (JPA II)



Board Chambers

727 Oak Street  
Red Bluff, CA 96080

10AM

## AGENDA FOR MONDAY, JANUARY 6, 2025

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### Special Meeting

This meeting conforms to the Brown Act Open Meeting Requirements in that action and deliberations of the Tehama County Solid Waste Management Agency created to conduct the people's business are taken openly and that the people remain fully informed about the conduct of its business. Public Forum - Any member may address and ask questions of the Agency relating to any matter within the jurisdiction, provided the matter is not on the Agency's agenda or pending before the Agency. All items posted on the agenda may be acted upon by the Board of Directors. However, no action or discussion shall be undertaken on any item not appearing on the posted agenda unless the action is an off-agenda emergency or as otherwise provided in Government Code §54954.2.

No action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by the Government Code Section 54954.2(B). Typically, this applies to items meeting criteria as an off-agenda emergency. The Chair reserves the right to limit each Public Comment speaker to three (3) minutes. Disclosure of a speaker's identity is purely voluntary during the public comment period.

**Chair: Kris Deiters**

**Vice Chair: Vacant**

- 1. 10:00AM CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**

### 3. PUBLIC COMMENT

Remote public participation is available in one of the following ways: For audio and real-time commenting via phone: (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment.

For live audio of the meeting: Go to: <https://tehamacounty.legistar.com/Calendar.aspx>

### 4. CONSENT

#### *Minutes*

#### 1. Recommended Approval of Minutes [24-2318](#)

1. Full Board - Tehama County Solid Waste Management Agency - Regular - October 7, 2024 8:30AM
2. Full Board - Tehama County Solid Waste Management Agency - Special - November 13, 2024 3:00PM
3. Full Board - Tehama County Solid Waste Management Agency - Special - December 6, 2024 8:30AM

#### *Warrant Register*

#### 2. Warrants, November 2024 [24-2330](#)

Review and approve the warrants in the amount of \$46,002.46, as presented.

#### 3. Grant-Funded Warrants, November 2024 [24-2331](#)

Review and approve the warrants in the amount of \$35,461.85, as presented.

#### 4. Warrants, December 2024 [24-2333](#)

Review and approve the warrants in the amount of \$79,358.51, as presented.

#### 5. Grant-Funded Warrants, December 2024 [24-2332](#)

Review and approve the warrants in the amount of \$58,998.97, as presented.

### BUDGET

#### 6. FY 2024/25 Quarterly Budget Update [24-2343](#)

Review and approve the revised FY 2024/2025 budget, as presented.

### REGULAR - LANDFILL ONLY

#### 7. Elections/Appointment of Executive Committee Members [24-2334](#)

- a) Appoint members of the Executive Committee for 2025
- b) Elect chair and vice-chair for 2025

- 8. Solid Waste Management Agency Manager Recruitment** [24-2272](#)  
Request approval to begin 30-day recruitment for Agency Manager of the Tehama County Solid Waste Management Agency
- 9. Staffing Agreement - Express Employment Professionals** [24-2273](#)  
Consider approval of the Express Employment Professionals Agreement and authorize the Acting Agency Manager to sign the agreement and all associated documents.
- 10. Agreement for the Operation of a Permanent Household Hazardous Waste Collection Facility with Corning Disposal** [24-2314](#)  
Review and approve the fourth extension to the Agreement for the Operation of a Permanent Household Hazardous Waste Collection Facility between the Agency and USA Waste of California, Inc. dba Corning Disposal.
- 11. Grazing Lease Agreement** [24-2263](#)
- 1) Make a determination that the lease agreement is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c) (2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.
  - 2) Approve the grazing lease with Tom Hardesty for a twenty-two month term for a total of \$4,096.95 (\$1,862.25 year one, \$2,234.70 year two).
- 12. Office Closure Proposal** [24-2317](#)  
Recommend approval of the closure of the Tehama County Solid Waste Management Agency office to accommodate staff vacation.
- 13. FY 2024/2025 Goals Update** [24-2336](#)  
This item is for informational purposes only. No further action is required.
- 14. SB 1383 Regulation Review and Update** [24-2340](#)  
The following is for informational purposes only. No further action is required.
- 15. Outreach Update** [24-2337](#)  
This item is for informational purposes only. No further action is required.

#### Board Matters

Board Matters is an opportunity for one Board member to present a topic to the Board of Directors and Agency staff, and allow the Board of Directors to express consensus that staff should be directed to address the issue and bring it back to the full Board of Directors as an agenda item. This is not a time for the Board to address the merits or express their opinions on the issue but solely to decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting.

**CLOSED SESSION****16. Closed Session**[24-2313](#)

## a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

- 1) Property: 3281 Hwy 99W, Corning, California; APN - 087-140-019 (Lease)

Agency Negotiator: Paul Freund

Negotiating Party: Diana Ramirez, WM

Under Negotiation: Terms of Lease

**REPORTABLE ACTIONS FROM CLOSED SESSION**

In compliance with the Americans with Disabilities Act, the Tehama County Solid Waste Management Agency will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the Agency Manager's office (530-528-1103) to make such a request. Notification 72 hours prior to the meeting will enable the Agency to make reasonable arrangements to ensure accessibility to this meeting.

**This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.**





# Tehama County

## Agenda Request Form

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**File #:** 24-2318

**Agenda Date:** 1/6/2025

**Agenda #:** 1.

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### Recommended Approval of Minutes

#### Requested Action(s)

1. Full Board - Tehama County Solid Waste Management Agency - Regular - October 7, 2024  
8:30AM
2. Full Board - Tehama County Solid Waste Management Agency - Special - November 13, 2024  
3:00PM
3. Full Board - Tehama County Solid Waste Management Agency - Special - December 6, 2024  
8:30AM

#### Financial Impact:

None

#### Background Information:



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**Chair: Kris Deiters  
Carlson**

**Vice Chair: Candy**

**1. CALL TO ORDER**

The meeting was called to order at 8:31AM

**Rollcall**

**Present** Director Bill Moule, Vice Chair Candy Carlson, Director J.R. Gonzales, Director Jim Bacquet, Director John Leach, Director Lew Beitz, Director Matt Hansen, Director Pat Hurton, and Director Shelly Hargens

**ABSENT** Director Cody Strock, Chairperson Kris Deiters, and Director Pati Nolen

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

Agency Manager, Rachel Ross-Donaldson, announced that the HHW agreement with ACTenviro would be coming forward at a future meeting once negotiations are complete. Rachel also announced that the Five-year permit review is ongoing, the Phase 3 landfill permitting has just begun the preliminary environmental review, and that the Recycling Program Analyst II was resigning effecting October 19, 2024.

**4. CONSENT**

**Approval of the Consent Agenda**

A motion was made by Director Moule, seconded by Director Hansen, to approve the Consent Agenda. The motion carried by the following vote:

**RESULT:** APPROVED THE CONSENT AGENDA  
**MOVER:** Bill Moule  
**SECONDER:** Matt Hansen

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**A. Minutes**

II)

**Recommended Approval of Minutes**

**24-1754**

1. Full Board - Tehama County Solid Waste Management Agency - Special - Aug 1, 2024 11:00 A.M.

***B. Warrant Register***

**1. Warrants, August 2024**

**24-1737**

Review and approve the warrants in the amount of \$117,251.91, as presented.

**2. Warrants, September 2024**

**24-1738**

Review and approve the warrants in the amount of \$61,492.22, as presented.

**3. Grant-Funded Warrants, August 2024**

**24-1739**

Review and approve the grant-funded warrants in the amount of \$27,659.90, as presented.

**4. Grant-Funded Warrants, September 2024**

**24-1740**

Review and approve the grant-funded warrants in the amount of \$4,431.44.

**5. BUDGET**

**1. FY 2023/2024 Final Budget Update**

**24-1741**

This item is for informational purposes only. No further action is required.

**2. FY 2024/25 Quarterly Budget Update**

**24-1742**

Review and approve the revised FY 2024/2025 budget, as presented.

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** Clay Parker

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**6. REGULAR - LANDFILL ONLY**

**1. 2025 Meeting Schedule**

**24-1743**

Review and approve the 2025 meeting schedule as presented.

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** Clay Parker

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

II)

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**2. December 24, 2024 Office Closure Proposal 24-1744**

Recommend approval of the closure of the Tehama County Solid Waste Management Agency office on December 24, 2024.

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** Clay Parker

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**3. FY 2022/2023 Independent Audit 24-1745**

Review and approve the FY 2022/23 Agency Independent Audit, as presented.

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** Clay Parker

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**4. 2024 Biennial Notice for Review of Conflict-of-Interest Code 24-1753**

Recommend determination that the Agency's Conflict of Interest Code does not require any amendment(s).

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** Clay Parker

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**5. SB 1383 Regulation Review and Update; and Recovered Edible Food Storage Contracts 24-1752**

a) Receive an informational update on SB 1383 Regulations;

b) Review and approve the Recovered Edible Food Storage Contract with The Lord's Table (Sacred Heart of Red Bluff);

c) Review and approve the Recovered Edible Food Storage Contract with The Salvation Army;

II)

d) Review and approve the Recovered Edible Food Storage Contract with Corning Christian Assistance;

e) Review and approve the Recovered Edible Food Storage Contract with Poor and The Homeless Tehama County Coalition (P.A.T.H)

The motion was made to approve all Edible Food Storage Contracts.

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** John Leach

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**6. BOS Board Matters - Plymire Road Cameras 24-1746**

Provide direction to staff regarding cameras on Plymire Road for the purpose of untarped load enforcement.

Direction was given to staff to not place cameras on Plymire Road to enforce untarped loads.

**RESULT:** APPROVED

**MOVER:** Bill Moule

**SECONDER:** John Leach

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**7. Pay In Lieu of Vacation/Personal Time Off 24-1747**

Approve the compensation of sixty hours of accumulated PTO leave, in lieu of PTO time off with pay, and twenty-four hours of accumulated vacation, in lieu of vacation time off with pay, prior to the end of 2024.

**RESULT:** APPROVED

**MOVER:** Matt Hansen

**SECONDER:** J.R. Gonzales

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**8. AB 341 Physical Space Exemption Policy 24-1748**

Review and adopt the Tehama County Solid Waste Management Agency AB 341 Physical Space Exemption Policy, as presented.

II)

**RESULT:** APPROVED  
**MOVER:** Bill Moule  
**SECONDER:** Jim Bacquet

**AYES:** Director Moule, Vice Chair Carlson, Parker, Director Gonzales, Director Bacquet, Director Leach, Director Beitz, Director Hansen, Director Hurton, and Director Hargens

**ABSENT:** Director Strock, Chairperson Deiters, and Director Nolen

**9. Operation of Corning Permanent Household Hazardous Waste Collection Facility 24-1751**

This item is for informational purposes only. No further action is required.

Diana Ramirez, WM, spoke about negotiations and that the agreement was in the approval process.

Brant Mesker, Corning City Manager, spoke about not closing the facility before another option is available to avoid illegal dumping.

**10. Outreach Update 24-1749**

This item is for informational purposes. No further action is required.

**11. Monthly Update 24-1750**

This item is for informational purposes only. No further action is required.

**12. Board Matters**

There were no Board Matters topics.

The meeting adjourned at 9:57AM.

Approved by \_\_\_\_\_

Chair - Kris Deiters

Tehama County Solid Waste Management Agency Full Board

By \_\_\_\_\_

Recording Secretary



**Chair: Kris Deiters  
Carlson**

**Vice Chair: Candy**

**1. 3:00 PM CALL TO ORDER**

The meeting was called to order at 3:00PM.

- Present** Vice Chair Candy Carlson, Director Matt Hansen, Director Pati Nolen, Director Bill Moule, Director John Leach, Director J.R. Gonzales, Director Pat Hurton, Director Jim Bacquet, Director Shelly Hargens, and Director Lew Beitz
- ABSENT** Chairperson Kris Deiters, and Director Cody Strock

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

**REGULAR - LANDFILL ONLY**

**1. Countywide Household Hazardous Waste Collection Program 24-2018  
Contract**

- (a) Waive all deficiencies for the proposal submitted by ACTenviro in Step 1 of the Scoring and Criteria, and evaluate the proposal submitted by ACTenviro pursuant to Step 2 of the Scoring and Criteria evaluation; and
- (b) Approve the Agreement for the Provision of Household Hazardous Waste Services with Advanced Chemical Transport, Inc. dba ACTenviro for a term of January 1, 2025 - December 31, 2027 at the rates provided therein.

Items a and b were approved in one motion.

**RESULT:** APPROVED

**MOVER:** Pati Nolen

**SECONDER:** Bill Moule

**AYES:** Vice Chair Carlson, Director Hansen, Director Nolen, Director Moule, Director Leach, Director Gonzales, Parker, Director Hurton, Director Bacquet, Director Hargens, and Director Beitz

**ABSENT:** Chairperson Deiters, and Director Strock

**Board Matters**

Agency Manager, Rachel Ross-Donaldson, informed the Board of her conversation with the Corning City Manager regarding more representation on the Board from the City of Corning.

**CLOSED SESSION**

The Board convened Closed Session at 3:13PM.

**2. Closed Session**

24-2019

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Government Code Section 54956.8)

- 1) Property: 3281 Hwy 99W, Corning, California; APN - 087-140-019 (Lease)

Agency Negotiator: Rachel Ross-Donaldson

Negotiating Party: Diana Ramirez, WM

Under Negotiation: Lease Price and Terms of Payment

**REPORTABLE ACTIONS FROM CLOSED SESSION**

The Board adjourned Closed Session at 3:37PM. No reportable action, direction provided to staff.

The meeting adjourned at 3:38PM.

Approved by \_\_\_\_\_

Chair - Kris Deiters

Tehama County Solid Waste Management Agency Full Board

By \_\_\_\_\_

Recording Secretary





**Chair: Kris Deiters  
Carlson**

**Vice Chair: Candy**

**1. CALL TO ORDER**

The meeting was called to order at 8:32AM.

- |                |   |
|----------------|---|
| <b>Present</b> | Chairperson Kris Deiters, Director Matt Hansen, Director Pati Nolen, Director Bill Moule, Director J.R. Gonzales, Director Pat Hurton, Director Jim Bacquet, Director Shelly Hargens, Director Lew Beitz, and Director Mark Clement |
| <b>ABSENT</b>  | Vice Chair Candy Carlson, Director John Leach, and Director Cody Strock   |

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

Amanda Garrett, District Manager of Waste Connections, spoke on the very sad and unfortunate passing of Agency Manager, Rachel Ross-Donaldson, and provided her condolences to Rachel's family.

**CLOSED SESSION**

The Board convened Closed Session at 8:35AM.

- |   |                       |
|---|-----------------------|
| <b>1. Closed Session</b>  | <b><u>24-2192</u></b> |
| Public Employee Appointment (§ 54957)<br>Title: Acting Agency Manager |                       |

**REPORTABLE ACTIONS FROM CLOSED SESSION**

The Board adjourned Closed Session at 8:59AM. There were no reportable actions.

**REGULAR - LANDFILL ONLY**

- |   |                       |
|---|-----------------------|
| <b>2. Acting Agency Manager Appointment</b>   | <b><u>24-2193</u></b> |
| a) Appoint Paul Freund as Acting Agency Manager due to permanent absence of Agency Manager per succession plan. |                       |
| b) Waive Succession Plan requirement that Acting Agency Manager and TCSWMA Board meet monthly.                  |                       |

Items a and b were approved in one motion.

**RESULT: APPROVED**

- 
- MOVER:** J.R. Gonzales  
**SECONDER:** Bill Moule  
**AYES:** Chairperson Deiters, Director Hansen, Director Nolen, Director Moule, Director Gonzales, Director Hurton, Director Bacquet, Director Hargens, Director Beitz, and Clement  
**ABSENT:** Vice Chair Carlson, Director Leach, and Director Strock

The meeting adjourned at 9:00AM.

Approved by \_\_\_\_\_  
Chair - Kris Deiters  
Tehama County Solid Waste Management Agency Full Board

By \_\_\_\_\_  
Recording Secretary



# Tehama County

## Agenda Request Form

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**File #:** 24-2330

**Agenda Date:** 1/6/2025

**Agenda #:** 2.

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### **Warrants, November 2024**

**Requested Action(s)**

Review and approve the warrants in the amount of \$46,002.46, as presented.

**Financial Impact:**

**Background Information:**

# TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

## BOARD MEETING AGENDA ITEM

Thursday, December 05, 2024

4045

Issue: Warrants	Backup: Yes
Petitioner: Paul Freund	Clerk Ref.#:
Recommendation: Approve Warrants as Presented	

**FISCAL IMPACT:**

Yes -	\$	<b>46,002.46</b>
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**BACKGROUND:**

ADMIN SERVICES	42,536.62		11/1/24-11/30/24
11/7/2024 PGE	408.73		9/8/24-10/7/24
11/7/2024 HUE & CRY	45.00		11/1/24-11/30/24
11/7/2024 ULTIMATE BUILDING MAINTENANCE	475.00		10/1/2024
11/7/2024 FOOTHILL FIRE PROTECTION INC	145.00	SPRINKLER INSPEC/FUEL	12506443
11/7/2024 HUNT & SONS	65.41	FUEL	276084
11/7/2024 TC TAX COLLECTOR	289.00	PROPERTY TAX	024-010-059-520
11/7/2024 TC TAX COLLECTOR	294.18	PROPERTY TAX	024-010-060-520
11/7/2024 CALCARD	15.99	ZOOM AUG-SEPT 24	326/4045 CALCARD SEP RRD
11/7/2024 CALCARD	15.99	ZOOM SEPT-OCT 24	326/4045 CALCARD SEP RRD
11/7/2024 MOORE & BOGENER INC	402.00	TELEPHONE/CORRESPOND/REVIEW	15489
11/7/2024 SHARP SOLUTIONS	385.00	38 GAL BIO	SS49071
11/7/2024 LEWIS BEITZ	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 JAMES BACQUET	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 PAT HURTON	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 CLAY PARKER	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 WILLIAM MOULE	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 MATT HANSEN	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 CANDY CARLSON	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 JR GONZALES	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/7/2024 SHELLY HARGENS	100.00	FULL BOARD MTG 10/07/24	100724 BOARD MTG
11/20/2024 FACILITY MAINTENANCE	24.54	F-2410-16	F-2410-16
	<b>\$ 46,002.46</b>		

Grand Total

Respectfully Submitted,



# Tehama County

## Agenda Request Form

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**File #:** 24-2331

**Agenda Date:** 1/6/2025

**Agenda #:** 3.

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### **Grant-Funded Warrants, November 2024**

**Requested Action(s)**

Review and approve the warrants in the amount of \$35,461.85, as presented.

**Financial Impact:**

**Background Information:**





# Tehama County

## Agenda Request Form

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**File #:** 24-2333

**Agenda Date:** 1/6/2025

**Agenda #:** 4.

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### **Warrants, December 2024**

**Requested Action(s)**

Review and approve the warrants in the amount of \$79,358.51, as presented.

**Financial Impact:**

**Background Information:**

# TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

## BOARD MEETING AGENDA ITEM

Monday, January 06, 2025

4045

Issue: Warrants	Backup: Yes
Petitioner: Paul Freund	Clerk Ref.#:
Recommendation: Approve Warrants as Presented	

**FISCAL IMPACT:**

Yes -	\$	<b>79,358.51</b>
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**BACKGROUND:**

ADMIN SERVICES	23,149.01		
12/12/2024 JOHN LEACH	100.00	12/1/24-12/31/24	
12/9/2024 APEX	119.85	FULL BOARD MTG 10/07/24	100724 BOARD MTG
12/9/2024 HUNT & SONS	21.28	NOV BILLING	TS1362629
12/9/2024 CARRELS	130.29	FUEL	291754
12/9/2024 ULTIMATE BUILDING MAINTENANCE	475.00	10/1/24-10/31/24	AR69430
12/9/2024 PGE	362.78	11/1/2024	17956
12/17/2024 ULINE	647.57	10/8/24-11/9/24	135777589911124
12/16/2024 GREENWASTE	3,679.40	INDUSTRIAL PALLET	26695490
12/13/2024 ATT	173.65	MIXED LOADS	9408
12/11/2024 TC AUDITOR	1,870.13	9/12/24-11/11/24	22585446
12/13/2024 APEX	119.85	JULY-SEPT SERVICES	INV 153 JUL-SEP 24
12/17/2024 WESTGATE ROAD ASSOCIATION	951.64	DEC BILLING	TS1362947
12/17/2024 HUE & CRY	45.00	ASSOCIATION DUES	ASSOCIATION DUES
12/17/2024 MOORE & BOGENER INC	542.70	12/1/24-12/31/24	872475
12/17/2024 LAWRENCE & ASSOCIATES	40,387.50	TELEPHONE/CORRESPOND/REVIEW	15584
12/17/2024 CALCARD	15.99	REVISED JTD/PERMITDOCUMENTS	30440
12/17/2024 CALCARD	71.82	ZOOM 10/22/24-11/21/24	326/4045 CALCARD NOV RRD
12/16/2024 CANDY CARLSON	100.00	OVERLAND POST POSTAGE	326/4045 CALCARD NOV RRD
12/16/2024 CANDY CARLSON	100.00	EXEC BOARD MTG 11/07/24	NOV24 EXEC MTG
12/17/2024 KRIS DEITERS	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 KRIS DEITERS	100.00	EXEC BOARD MTG 11/07/24	NOV24 EXEC MTG
12/17/2024 PATTI NOLEN	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 PATTI NOLEN	100.00	EXEC BOARD MTG 11/07/24	NOV24 EXEC MTG
12/17/2024 PATTI NOLEN	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 PATTI NOLEN	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 JR GONZALES	100.00	EXEC BOARD MTG 11/07/24	NOV24 EXEC MTG



# TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

## BOARD MEETING AGENDA ITEM

**Monday, January 06, 2025**

12/17/2024 JR GONZALES	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 JR GONZALES	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 SHELLY HARGENS	100.00	EXEC BOARD MTG 11/07/24	NOV24 EXEC MTG
12/17/2024 SHELLY HARGENS	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 SHELLY HARGENS	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 MATT HANSEN	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 MATT HANSEN	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 WILLIAM MOULE	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 WILLIAM MOULE	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 JOHN LEACH	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/16/2024 CLAY PARKER	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 PAT HURTON	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 PAT HURTON	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 JAMES BACQUET	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 JAMES BACQUET	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 LEWIS BEITZ	100.00	FULL BOARD MTG 11/13/24	NOV24 FULL MTG
12/17/2024 LEWIS BEITZ	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/17/2024 MARK CLEMENT	100.00	FULL BOARD MTG 12/6/24	DEC24 FULL MTG
12/20/2024 PGE	515.06	11/04/24-12/05/24	13577758991224
12/20/2024 CARRELS	136.82	11/1/24-11/30/24	AR70263
12/20/2024 FOOTHILL FIRE PROTECTION	213.00	24 HOUR FIRE ALARM	12508612
12/20/2024 GREENWASTE	2,448.82	MIXED LOADS	9451
12/20/2024 HUNT & SONS	106.35	FUEL	314589
12/20/2024 ULTIMATE BUILDING MAINTENANCE	475.00	DEC SERVICES	18092

**\$ 79,358.51**

Grand Total

Respectfully Submitted,

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# Tehama County

## Agenda Request Form

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**File #:** 24-2332

**Agenda Date:** 1/6/2025

**Agenda #:** 5.

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### **Grant-Funded Warrants, December 2024**

**Requested Action(s)**

Review and approve the warrants in the amount of \$58,998.97, as presented.

**Financial Impact:**

**Background Information:**

# TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

## MEETING AGENDA ITEM

Monday, January 06, 2025

Grant Expense

504

Issue: Warrants	Backup: Yes
Petitioner: Paul Freund	Clerk Ref. #:
Recommendation: Approve warrants as presented	

**FISCAL IMPACT:**

Yes - \$ 58,998.97

12/09/24	CREATING GENIUS	747.00	FOOD PANTRY HELPER	6273
12/09/24	FARM BUREAU NEWS	55.00	NOV AD	NOV AD
12/17/24	HARVEST RIGHT	6,955.21	FREEZE DRY BUNDLE	S0470444
12/17/24	HARVEST RIGHT	6,939.04	FREEZE DRY BUNDLE	S0470427
12/17/24	HARVEST RIGHT	6,971.39	FREEZE DRY BUNDLE	S0470441
12/17/24	HARVEST RIGHT	6,955.21	FREEZE DRY BUNDLE	S0470439
12/17/24	HARVEST RIGHT	5,031.89	FREEZE DRY BUNDLE	S0470429
12/17/24	HARVEST RIGHT	4,385.39	FREEZE DRY BUNDLE	S0470436
12/17/24	HARVEST RIGHT	4,385.39	FREEZE DRY BUNDLE	S0470434
12/17/24	LAWRENCE & ASSOCIATES	16,895.00	SOIL TESTING	30440
12/17/24	CALCARD	381.11	BEST BUY TABLET	326/50410 CALCARD NOV RRD
12/17/24	CALCARD	752.49	COSTCO-FRIDGE/FREEZER	326/50410 CALCARD NOV RRD
12/17/24	CALCARD	1,473.87	HOME DEPOT-VARIOUS ITEMS	326/50410 CALCARD NOV RRD
12/17/24	CALCARD	88.09	HOME DEPOT-RECYCLE BIN	326/50410 CALCARD NOV RRD
12/16/24	COPY CENTER	75.01	POSTERS LAMINATED SIGNS	23645
12/20/24	FARM BUREAU NEWS	55.00	DEC AD	DEC AD
12/23/24	HOME DEPOT	(6,068.51)	REFRIGERATOR/FREEZER	VOIDED CHECK
	<b>Sub Total</b>	<b>\$ 56,077.58</b>		
12/18/24	PAUL FREUND	2,887.39		Nov-24
12/18/24	RACHEL ROSS-DONALDSON	34.00		Nov-24
	<b>Sub Total -GRANT HOURS</b>	<b>\$ 2,921.39</b>		

Respectfully Submitted,



# Tehama County

## Agenda Request Form

**File #:** 24-2343

**Agenda Date:** 1/6/2025

**Agenda #:** 6.

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### FY 2024/25 Quarterly Budget Update

#### **Requested Action(s)**

Review and approve the revised FY 2024/2025 budget, as presented.

#### **Financial Impact:**

#### **Background Information:**

Attached is a spreadsheet providing a summary of second quarter revenues and expenditures as of December 23, 2024.

#### Income

The FY 2024/2025 budget utilizes the following revenue sources and is expected to result in a contingency of \$51,840.74 (5.59%):

- Interest (440300) income is relative to federal interest rates. Pursuant to the guidance provided by the Tehama County Auditor-Controller for the purposes of budgeting interest income, interest revenue is predicted to yield approximately 2% for FY 2024/2025.
- Gate Fees (461001), which are budgeted based on a flat monthly fee of \$70,000 per month for FY 2024/2025, represent five months of gate fee revenues.
- Hazardous Waste Fees (461005) represents HHW business fees, donations made to the used oil collection facility (ABOPS) and Ag Oil Facility, fees for load check waste from Waste Connections and the first quarter PaintCare reimbursement for our REAP paint reuse program.
- Miscellaneous Revenue (471120) generally includes grazing lease fees, and other small amounts of revenue. The grazing lease expired September 30, 2024, and the lessee opted to not renew the lease. A new land lease is included in this agenda now that preliminary environmental studies have been completed for Phase III.
- Interfund Revenue (461070) is reimbursed labor costs for grant-related work.
- Fund Balance Available (301900) income utilizes available funds from previous fiscal years as a funding source.

#### Expenses

Expenses are projected as described below.

- Salary/Wages (510100), PERS (510200), OASDI (510210), Group Insurance (510300), and Unemployment Insurance (510310) take into consideration normal step increases at anniversary dates, the resignation of Recycling Program Analyst II and potential recruitment of

a replacement Recycling Program Analyst I/II; as well as the unfortunate passing of the Agency Manager and recruitment for a replacement Agency Manager.

- Pay in Lieu/Misc Payouts (51015) includes payment for accrued vacation or Personal Time Off.
- PERS Unfunded Liability and ADP Misc PERS Unfunded are the Agency’s portion of the PERS unfunded liability, currently at \$49,197.40 for FY 2024/25, and an additional discretionary payment to pay down the unfunded PERS loan balance faster.
- Workers Compensation (510400) rates are expected to decrease slightly.
- Property, Crime, Liability, and Pollution Insurance (531500) includes payment of crime, liability and pollution coverage.
- Maintenance of Equipment (53170) includes typical maintenance of equipment.
- Maintenance Structures-Improvement of Grounds (53180) takes into consideration the cost of maintaining the fire suppression systems at the Agency’s two Household Hazardous Waste facilities.
- Membership and Dues (53200) includes membership to the Rural Counties’ Environmental Services Joint Powers Authority and Solid Waste Association of North America.
- Misc Expense (53210) is budgeted at \$16,000. This expense account is utilized for Board per diem compensation for meeting attendance.
- Office Expense includes typical office supplies and a monthly lease payment for a multifunction copier. This has been increased to move a phone line if the Board approves the temporary help agreement with Express Employment Services.
- Professional/Special Services (53230) is budgeted for \$68,013. Expenses to be funded through current year gate fees include attorney fees, independent audit costs, use of personnel at the Tehama County Auditor-Controller’s office for various accounting services, an administrative fee pursuant to the agreement between the Agency and the County, and janitorial services. This has also been increased to pay for the temporary help position if the Board approves the agreement with Express Employment Services. Below is an itemized breakout of budgeted expenses:

	FY 24/25	As of 9/23/24
Attorney Fees	\$15,000	\$3,195.90
Accounting Services Agreement	\$10,000	\$1,870.13
Administration Fees	\$23,013	\$11,506.50
Audit	\$11,000	\$0.00
Lawrence & Associates	\$1,000	\$40,387.50*
Miscellaneous	\$2,000	\$0.00
CEQA/Permitting	\$0.00	\$0.00
Janitorial Services	\$6,000	\$2,850.00
Express Employment Services	\$3,515.40	\$0.00
<b>Total</b>	<b>\$68,013</b>	<b>\$58,810.03</b>

\*This amount was mistakenly attributed to Professional Services but should have been attributed to the SB 1383 Local Assistance Grant. This has already been corrected with the TC Auditor.

- Employee Travel/Training (53290) and Transportation (53291) is expected to remain the same

for FY 2024/25 and includes typical travel, training, and fuel costs. \$325 was reimbursed to the Travel/Training account as it was for a training that was paid for with HD37 grant funds.

- Utilities (53300) reflects anticipated costs for PG&E, Hue & Cry, and fire alarm maintenance, monitoring and testing.
- Hazardous Waste Disposal (558007) is budgeted at \$140,000. Total disposal costs are expected to increase this fiscal year and may need to be adjusted at the April Full Board meeting.
- Litter Abatement/Illegal Dumping funds illegal dumping on public roads outside of Baker and Plymire and also supports AB 109 illegal dumping clean-up costs in the community.

As of December 23, 2024, expenditures exceed revenues by \$23,858.85. Income is 47.51% of projected revenue for the year. Expenditures are 53.05% of projected expenditures for the year. The retained earnings balance as of December 31, 2024 is \$3,066,467.76.

Respectfully submitted,

Paul Freund  
Acting Agency Manager

<b>FY 2024/2025 Revised Budget</b>					
<b>Tehama County Solid Waste Management Agency</b>					
<b>Fund 220 - 4045</b>	<b>Approved FY 24/25 Revised Budget</b>	<b>Recommended FY 24/25 Revised Budget</b>	<b>Difference</b>	<b>As of 12/23/24</b>	<b>As a Percentage</b>
<b>Income</b>					
440300 - Interest	20,000.00	20,000.00	0.00	54,079.80	270.40%
461001 - Gate Fees	840,000.00	840,000.00	0.00	350,000.00	41.67%
<b>461005 - Hazardous Waste Fees</b>	10,000.00	10,000.00	0.00	6,408.87	64.09%
<b>471120 - Misc. Revenue</b>	<b>0.00</b>	<b>1,862.25</b>	-1862.25	262.89	14.12%
461070 - Interfund Revenue	25,000.00	25,000.00	0.00	29,600.94	118.40%
301900 - Fund Balance Available	30,000.00	30,000.00	0.00	0.00	0.00%
Total Income	925,000.00	926,862.25	-1862.25	440,352.50	47.51%
<b>Expenses</b>					
51010 - Salary & Wages	<b>267,319.00</b>	<b>258,809.83</b>	8509.17	109,105.12	42.16%
51011 - Extra Help	0.00	0.00	0.00	0.00	0.00%
51012 - Overtime Compensation	500.00	500.00	0.00	0.00	0.00%
<b>51015 - Pay in Lieu/Misc Payouts</b>	<b>6,640.00</b>	<b>15,100.00</b>	-8460.00	15,056.67	99.71%
51022 - PERS Unfunded Liability	49,197.40	49,197.40	0.00	49,197.40	100.00%
51024 - ADP Misc PERS Unfunded	14,720.02	14,720.02	0.00	14,720.02	100.00%
51020 - PERS Retirement	26,544.78	26,544.78	0.00	10,709.24	40.34%
51021 - OASDI	21,086.28	21,086.28	0.00	9,448.20	44.81%
51030 - Group Insurance	73,404.94	73,404.94	0.00	27,804.90	37.88%
51031 - Unemployment Insurance	544.56	544.56	0.00	249.97	45.90%
51040 - Workers Compensation	18,120.30	18,120.30	0.00	8,978.62	49.55%
51050 - Deferred Comp Match	4,800.00	4,800.00	0.00	824.29	17.17%
53120 - Communications	4,895.00	4,895.00	0.00	723.69	14.78%
53150 - Insurance	70,000.00	70,000.00	0.00	68,644.31	98.06%
53170 - Maintenance of Equip	10,000.00	10,000.00	0.00	4,556.63	45.57%
53180 - Maint. Struct-Imprv Grounds	6,000.00	6,000.00	0.00	946.55	15.78%
53200 - Membership & Dues	7,650.00	7,650.00	0.00	7,231.25	94.53%
53210 - Misc Expense	16,000.00	16,000.00	0.00	4,500.00	28.13%

53220 - Office Expense	<b>5,000.00</b>	<b>5,500.00</b>	-500.00	749.16	13.62%
53230 - Professional/Special Services*	<b>68,013.00</b>	<b>71,528.40</b>	-3515.40	58,905.53	82.35%
53240 - Publication/Legal Notices	1,000.00	1,000.00	0.00	0.00	0.00%
53280 - Special Departmental Expense	5,000.00	5,000.00	0.00	2,717.98	54.36%
53290 - Employee Travel/Training Expense	3,000.00	3,000.00	0.00	-325.00	-10.83%
53291 - Transportation	2,000.00	2,000.00	0.00	451.17	22.56%
53300 - Utilities	10,080.00	10,080.00	0.00	4,030.47	39.98%
53800 - Internal Assets	0.00	0.00	0.00	0.00	0.00%
55048 - Taxes and Assessments	<b>1,500.00</b>	<b>1,540.00</b>	-40.00	1,535.18	99.69%
558007 - Hazardous Waste Disposal	140,000.00	140,000.00	0.00	45,386.02	32.42%
558008 - Litter Abatement/Illegal Dumping	38,000.00	38,000.00	0.00	18,063.98	47.54%
<b>Total Operating Budget</b>	<b>871,015.28</b>	<b>875,021.51</b>		464,211.35	53.05%
<b>Contingency (Operating Loss)</b>	<b>53,984.72</b>	<b>51,840.74</b>		<b>(23,858.85)</b>	
<b>Contingency (based on percent income)</b>	<b>5.84%</b>	<b>5.59%</b>			0





# Tehama County

## Agenda Request Form

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**File #:** 24-2334

**Agenda Date:** 1/6/2025

**Agenda #:** 7.

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### **Elections/Appointment of Executive Committee Members**

#### **Requested Action(s)**

- a) Appoint members of the Executive Committee for 2025
  
- b) Elect chair and vice-chair for 2025

#### **Financial Impact:**

None.

#### **Background Information:**

The by-laws require two members of the Red Bluff City Council and the Board of Supervisors each be appointed to sit on the Executive Committee, joining the City of Corning and the City of Tehama. While not required, typically the District 2 Supervisor is among the Board of Supervisors appointees, as the Landfill resides in that district.

Additionally, the chair and vice-chair are elected, both of which must sit on the Executive Committee. The current chair is Kris Deiters and vice-chair is vacant.

The joint powers agreement was amended in 2016 so as to allow the public member at-large to be elected chair or vice chair; in such instances, the Executive Committee would be expanded to seven members for one year.

Executive Committee members at the close of 2024 were Shelly Hargens, Jim Bacquet, Candy Carlson (unelected), Pati Nolen, J.R. Gonzales and Kris Deiters.



# Tehama County

## Agenda Request Form

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**File #:** 24-2272

**Agenda Date:** 1/6/2025

**Agenda #:** 8.

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### **Solid Waste Management Agency Manager Recruitment**

#### **Requested Action(s)**

Request approval to begin 30-day recruitment for Agency Manager of the Tehama County Solid Waste Management Agency

#### **Financial Impact:**

Salary range for Agency Manager is Range 56 (Steps A-E): \$103,212 - \$125,455 Annually

#### **Background Information:**

The last recruitment for an Agency Manager of the Tehama County Solid Waste Management Agency was in December 2015. Director Bacquet is the only current Board member that was serving on the Board at that time. The previous hiring process included a technical panel comprised of the former Agency Manager, Kristina Miller, former Red Bluff City Manager, Rick Crabtree, former Tehama County Chief Administrator Bill Goodwin, and a former Landfill Manager of the Neal Road Landfill, Bill Mannel who conducted the first round of interviews. Once the group of applicants was narrowed, the Full Board and the technical panel performed the second round of interviews and selection of Agency Manager.

Essential functions of the Agency Manager, as outlined in the job description, include the following:

- Administers the operation of the Tehama County Solid Waste Management Agency, including supervising, managing and otherwise providing for overall administration of the program budget, personnel, projects, activities and responsibilities of the Agency.
- Writes, or directs the writing of, staff reports related to solid waste planning such as environmental impact analysis, solid waste facilities, siting elements, solid waste ordinances and resolutions.
- Maintains liaison and coordinates plans and projects with management consultants, and state, federal, county, and local agencies.
- Monitors and advises the Tehama County Solid Waste Management Agency of current laws and pending legislation related to the California Department of Resources Recycling and Recovery and other agencies having jurisdiction.
- Conducts on-site inspections of solid waste facilities, both public and private, to obtain field data required for solid waste planning and compliance.
- Negotiate and administers contracts with local jurisdictions, landfill site owners/operators and private companies.

Major projects over the next several years include the following:

- Management and oversight of the Landfill Operations Agreement between the Agency and Waste Connections with the initial term ending February 28, 2034.

- This agreement includes constructing all remaining cells of the Phase 2 Landfill, as well as development and permitting of a Phase 3 Landfill.
- Development of a Composting Facility at the Tehama County/Red Bluff Landfill, contingent upon Board approval.
- Oversight of the SB 1383 Local Assistance Grant until April 2026.
- Development of the 4R Kids Exhibit Trailer.
- Compliance with AB 1826: Mandatory Commercial Organics Recycling in 2027, pending any future legislation exempting Rural Jurisdictions.
- Management and oversight of the two Household Hazardous Waste Facilities in Red Bluff and Corning, and the Household Hazardous Waste Services Agreement with ACTenviro until December 31, 2027.

The Agency Manager has historically sat on several boards and committees locally and statewide, including being appointed as Tehama County's Alternate to the Rural County Representatives of California Environmental Services Joint Powers Authority (RCRC ESJPA). It is the hope of the Agency that the new Agency Manager is encouraged to remain involved in these boards and committees.



**TITLE: Tehama County Solid Waste Management Agency Manager FLSA: Exempt**

**JPA II BOARD APPROVED: October 1, 2018**

**CONTRACT EMPLOYEE**

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### **DEFINITION**

Under administrative direction of the Tehama County Solid Waste Management Agency, Joint Powers Authority (JPA II) Board of Directors, plans, organizes, and directs the solid waste programs of Solid Waste Management Agency. Supports the Board of Directors, supervises, trains and evaluates employees. Performs other related work as directed.

### **SUPERVISION RECEIVED AND EXERCISED**

Provides direct supervision of agency management and administrative staff. This position receives administrative supervision from the Tehama County Solid Waste Management Agency Board of Directors.

### **CLASS CHARACTERISTICS**

This is an agency head position, and has executive level responsibility for overall policy development, organizational structure, program planning, fiscal management, administration and operation of the Tehama County Solid Waste Management Agency. This position is appointed by, and serves at the will and pleasure of the Tehama County Solid Waste Management Agency Board of Directors.

### **EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Administers the operation of the Tehama County Solid Waste Management Agency.
- Provides administrative support to the Board of Directors, County of Tehama, and cities of Red Bluff, Corning and Tehama pursuant to agreements which may be approved from time to time by the Tehama County Solid Waste Management Agency.
- Develops statistics and engages in and/or assigns research for various phases of solid waste programs.
- Performs research and analysis on complex and sensitive areas within the department structure, functions, and projects, as assigned.

- Supervises, manages and otherwise provides for overall administration of the program budget, personnel, projects, activities and responsibilities of the Tehama County Solid Waste Management Agency.
- Compiles and organizes information used to develop various technical and staff reports regarding the status of solid waste management programs and facilities.
- Writes, or directs the writing of, staff reports related to solid waste planning such as environmental impact analysis, solid waste facilities, siting elements, solid waste ordinances and resolutions.
- Represents the Tehama County Solid Waste Management Agency in solid waste matters at various public meetings and events.
- Maintains liaison and coordinates plans and projects with management consultants, and state, federal, county, and local agencies.
- Monitors and advises the Tehama County Solid Waste Management Agency of current laws and pending legislation related to the California Department of Resources Recycling and Recovery and other agencies having jurisdiction.
- Directs, controls, and reviews planning; oversees solid waste programs, construction and maintenance of waste removal and disposal facilities.
- Conducts on-site inspections of solid waste facilities, both public and private, to obtain field data required for solid waste planning and compliance.
- Prepares contracts for private consultants and testing agencies for landfill plans and activities and checks and monitors said plans, contracts, and activities.
- Assists and advises County and city agencies, the general public, and other informed parties regarding the solid waste regulations, policies, programs and procedures affecting the operation of the Tehama County Solid Waste Management Agency.
- Negotiate and administers contracts with local jurisdictions, landfill site owners/operators and private companies.
- Fulfills those administrative duties assigned to administrative management in the by-laws of the Tehama County Solid Waste Management Agency.
- Manage public education and outreach programs.
- Performs other related duties as may be assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- California State (AB939) and Federal (Subtitle "D") regulations and other planning requirements of the California Department of Resources Recycling and Recovery;
- Methods and techniques of contract and franchise agreement management, including budgeting;
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures;
- Modern office practices, methods and computer equipment;
- Record keeping principles and procedures;
- Computer applications related to the work;
- Personnel Management;
- California Local Agency fiscal and budget procedures;

- English usage, grammar, spelling, vocabulary, and punctuation;
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.

**Ability to:**

- Select, supervise, train and evaluate employees; assign tasks to solid waste personnel and consultants, including participating in the hiring, training and evaluation of employees and consultants;
- Stay abreast of current methods in the industry and legal requirements regarding solid waste management;
- Identify, anticipate and analyze solid waste problems and develop effective solutions;
- Manage special projects, including grant applications and contracts;
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work;
- Work both independently and as a team member;
- Use English effectively to communicate in person, over the telephone and in writing;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines;
- Read and interpret various written materials pertaining to the responsibilities of the job;
- Assemble and analyze information and prepare written reports and records in a clear and concise manner;
- Make sound, educated decisions;
- Maintain high professional standards of ethics and integrity;
- React calmly and professionally in emergency, emotional and/or stressful situations;
- Make accurate mathematical and statistical computations;
- Establish and maintain effective working relationships with those contacted on the job, including those of different social, ethnic and economic backgrounds.

**Education & Experience:**

*Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

- Graduation from an accredited college or university with a Bachelor of Science degree in Civil Engineering, Waste Management, Planning, General Engineering, Business Administration, Public Administration or a related field.
- Five (5) years of increasingly responsible experience in Civil Engineering, Waste Management, Planning, General Engineering, Public Administration or related field with at least two (2) years of that being at a supervisory level.

- Experience in supervising or operating a solid waste program and/or facility is preferred.
- Other combinations of education and experience may be considered.

**License & Special Requirements:**

- Requires a valid California driver's license.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect County sites, to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job also involves field inspection work requiring frequent walking at inspection site areas to monitor performance and to identify problems or hazards; standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 50 pounds, as necessary to perform job functions.

**WORKING CONDITIONS**

Employees partially work in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and may occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT  
COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE**

**Master Salary Schedule**  
Employees Paid Biweekly

Job Title	Barg Unit	HRLY/SLRY	Range	STEP A Annual	STEP B Annual	STEP C Annual	STEP D Annual	STEP E Annual	STEP A Bi-weekly	STEP B Bi-weekly	STEP C Bi-weekly	STEP D Bi-weekly	STEP E Bi-weekly
AG. COMMISSIONER & SEALER OF WEIGHTS AND MEASURES	Contract	SLRY	64	125,754	132,042	138,644	145,576	152,855	4,836.80	5,078.40	5,332.80	5,599.20	5,879.20
AIR POLLUTION CONTROL OFFICER	Contract	SLRY	55	100,695	105,729	111,016	116,567	122,395	3,872.80	4,066.40	4,269.60	4,483.20	4,707.20
ASSESSOR	Elected	SLRY	NA	149,126	149,126	149,126	149,126	149,126	5,735.62	5,735.62	5,735.62	5,735.62	5,735.62
ASSISTANT EXECUTIVE DIRECTOR, ADMINISTRATION, HEALTH SERVICES	Contract	SLRY	68	138,809	145,749	153,037	160,689	168,723	5,338.40	5,605.60	5,886.40	6,180.00	6,489.60
ASSISTANT EXECUTIVE DIRECTOR, PROGRAM, HEALTH SERVICES	Contract	SLRY	68	138,809	145,749	153,037	160,689	168,723	5,338.40	5,605.60	5,886.40	6,180.00	6,489.60
AUDITOR-CONTROLLER	Elected	SLRY	NA	152,855	152,855	152,855	152,855	152,855	5,879.04	5,879.04	5,879.04	5,879.04	5,879.04
BOARD OF SUPERVISORS	Elected	SLRY	NA	1,045.00 / MO	1,045.00 / MO	1,045.00 / MO	1,045.00 / MO	1,045.00 / MO	482.31	482.31	482.31	482.31	482.31
BUILDING OFFICIAL	Contract	SLRY	56	103,212	108,373	113,791	119,481	125,455	3,969.60	4,168.00	4,376.80	4,595.20	4,824.80
CHIEF ADMINISTRATOR	Contract	SLRY	85	206,062	216,366	227,184	238,543	250,470	7,925.46	8,321.77	8,737.85	9,174.73	9,633.46
CHIEF PROBATION OFFICER	Contract	SLRY	69	138,809	145,749	153,037	160,689	168,723	5,338.81	5,605.73	5,886.04	6,180.35	6,489.35
CLERK & RECORDER	Elected	SLRY	NA	145,489	145,489	145,489	145,489	145,489	5,595.73	5,595.73	5,595.73	5,595.73	5,595.73
COMMISSION PROGRAM DIRECTOR - CHILDREN & FAMILIES COMMISSION	Contract	SLRY	51	91,224	95,786	100,575	105,604	110,884	3,508.80	3,594.40	3,773.60	3,962.40	4,160.80
COUNTY COUNSEL	Contract	SLRY	80	182,129	191,236	200,797	210,837	221,379	7,004.96	7,355.23	7,722.96	8,109.12	8,514.58
COUNTY LIBRARIAN	Contract	SLRY	59	111,148	116,706	122,541	128,668	135,101	4,275.20	4,488.80	4,712.80	4,948.80	5,196.00
DIRECTOR CHILD SUPPORT SERVICES	Contract	SLRY	67	135,423	142,194	149,304	156,769	164,608	5,208.80	5,468.80	5,742.40	6,029.60	6,331.20
DIRECTOR OF ENVIRONMENTAL HEALTH	Contract	SLRY	57	105,792	111,082	116,636	122,468	128,591	4,068.80	4,272.00	4,486.40	4,710.40	4,945.60
DIRECTOR OF PLANNING	Contract	SLRY	61	116,775	122,614	128,744	135,182	141,941	4,491.20	4,716.00	4,952.00	5,199.20	5,459.20
DIRECTOR OF PUBLIC WORKS	Contract	SLRY	72	153,219	160,880	168,924	177,370	186,239	5,892.80	6,188.00	6,496.80	6,821.60	7,163.20
DISTRICT ATTORNEY	Elected	SLRY	NA	210,712	210,712	210,712	210,712	210,712	8,104.31	8,104.31	8,104.31	8,104.31	8,104.31
EXECUTIVE DIRECTOR - HEALTH SERVICES	Contract	SLRY	72	153,219	160,880	168,924	177,370	186,239	5,892.80	6,188.00	6,496.80	6,821.60	7,163.20
HEALTH OFFICER/PHYSICIAN-SURGEON	Contract	SLRY	NA	215,250	219,555	223,946	228,423	NA	8,076.92	8,238.46	8,403.23	8,571.23	NA
NURSE PRACTITIONER	Contract	SLRY	NA	116,775	122,614	128,744	135,182	141,941	4,381.81	4,600.88	4,830.92	5,072.50	5,326.12
OCCUPATIONAL THERAPIST	Contract	SLRY	NA	107,328	107,328	107,328	107,328	NA	4,128.00	4,128.00	4,128.00	4,128.00	NA
PERSONNEL DIRECTOR	Contract	SLRY	69	138,809	145,749	153,037	160,689	168,723	5,338.81	5,605.73	5,886.04	6,180.35	6,489.35
PHYSICAL THERAPIST	Contract	SLRY	NA	107,328	107,328	107,328	107,328	NA	4,128.00	4,128.00	4,128.00	4,128.00	NA
PHYSICIAN / SURGEON	Contract	SLRY	NA	215,250	219,555	223,946	228,423	232,987	8,076.92	8,238.46	8,403.23	8,571.23	8,742.46
PHYSICIAN'S ASSISTANT	Contract	SLRY	NA	113,927	119,624	125,605	131,885	138,479	4,288.15	4,374.00	4,461.69	4,461.69	NA
PSYCHIATRIST	Contract	SLRY	NA	150,010	150,010	150,010	150,010	NA	5,769.60	5,769.60	5,769.60	5,769.60	NA
PUBLIC GUARDIAN/PUBLIC ADMINISTRATOR	Contract	SLRY	57	105,792	111,082	116,636	122,468	128,591	4,068.80	4,272.00	4,486.40	4,710.40	4,945.60
SHERIFF/CORONER	Elected	SLRY	NA	205,573	205,573	205,573	205,573	205,573	7,906.65	7,906.65	7,906.65	7,906.65	7,906.65
SOCIAL SERVICES DIRECTOR	Contract	SLRY	66	132,120	138,726	145,663	152,946	160,593	5,081.60	5,336.00	5,602.40	5,882.40	6,176.80
SOLID WASTE MANAGEMENT AGENCY MANAGER	Contract	SLRY	56	103,212	108,373	113,791	119,481	125,455	3,969.60	4,168.00	4,376.80	4,595.20	4,824.80
TREASURER/TAX COLLECTOR	Elected	SLRY	NA	152,855	152,855	152,855	152,855	152,855	5,879.04	5,879.04	5,879.04	5,879.04	5,879.04





# Tehama County

## Agenda Request Form

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**File #:** 24-2273

**Agenda Date:** 1/6/2025

**Agenda #:** 9.

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### **Staffing Agreement - Express Employment Professionals**

#### **Requested Action(s)**

Consider approval of the Express Employment Professionals Agreement and authorize the Acting Agency Manager to sign the agreement and all associated documents.

#### **Financial Impact:**

\$4,000 (Anticipated need for seven weeks of part-time help, plus IT services).

#### **Background Information:**

The Agency is currently in the process of hiring a Recycling Program Analyst I/II and interviews are scheduled for this week. Currently the Organic Materials Program Coordinator/Acting Agency Manager is the only staff at the Agency's office. By hiring a temporary Office Assistant through Express Employment Professionals, the day-to-day functions of the office can continue while staff work to fill the Recycling Program Analyst I/II position. Once that position is filled, there will no longer be a need for the temporary Office Assistant. There will be some additional costs associated with moving a phone line and setting up a user account for the Reception computer.

## Express Employment Pros Staff

<b>Lisa Hansen</b>	<b>Owner</b>
<b>Randy Hansen</b>	<b>Owner</b>
<b>Jerry Peters</b>	<b>Owner/Operations Manager</b>
<b>Jessica Maldonado</b>	<b>Bilingual Skilled Trades Specialist</b>
<b>Araceli Guzman</b>	<b>Bilingual Employment Specialist</b>
<b>Amber Dean</b>	<b>Front Office Coordinator</b>
<b>Rita Anderson</b>	<b>Payroll Coordinator</b>

### Professional Affiliations

- Member of Rotary Club – Former Board Member and President (Randy)
- Member of Kiwanis Club – Board Member and Former President (Lisa)
- Member of Red Bluff – Tehama County Chamber of Commerce
  - Board of Directors and past Chair (Randy and Lisa)
  - Business of the Year – 2014
  - Gene Penne Business and Community Leadership Award – 2018 (Lisa)
- Member of Corning Chamber of Commerce
- Member of Orland Chamber of Commerce – Former Board Member, Treasurer
- Member of Willows Chamber of Commerce
- Member of Tehama County Farm Bureau
- Member of Glenn County Farm Bureau
- Member of Latino Outreach of Tehama County
- Member of St. Elizabeth/Mercy Foundation North Development Council and Catherine McAuley Circle (Lisa)
- Member of Tehama County Employer’s Advisory Council
  - Board member and Secretary (Lisa)
  - State CEAC former Board member and Regional VP (Randy)
- Member of American Staffing Association
- Member of Society of Human Resource Management (SHRM)
- Tehama County Education Foundation – Board Member and Treasurer (Randy)

### Contact Express today!

Serving Tehama and Glenn Counties

(530) 527-0727

Offices in Orland and  
Red Bluff, CA

[ExpressPros.com/RedBluff](http://ExpressPros.com/RedBluff)



*We're locally owned and operated with the support and stability of an international headquarters with four decades of staffing and HR expertise. It's the best of both worlds—small business flexibility, big company resources.*





70%

of workers say they value benefits and company culture over salary.

- Lexington Law



## There's a big difference between the right skills, and the right fit.

A candidate can check all the right boxes when it comes to experience, education, and expertise and still not be the best choice for the job. Employee turnover is costly, so when a new hire doesn't work out, the expenses associated with replacing them add up.



### Evaluation Hire

Evaluate our talented associate on the job in your work environment before you commit to bringing them on to your core staff.



### How does it work?

After discussing the details of your open position, we'll send a qualified Express associate who meets your specific needs. Then, following a period of time, typically 30, 60, or 90 days, if you decide our associate is the right fit for the job, we'll transition them to your staff full-time.



### What are the benefits?

- Reduced employee turnover
- A better opportunity for your team to get to know their new co-worker
- You get to see firsthand how the individual fits your culture
- The associate gets to evaluate your culture

#### Contact Express today!

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Red Bluff, CA

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*We're locally owned and operated with the support and stability of an international headquarters with four decades of staffing and HR expertise. It's the best of both worlds—small business flexibility, big company resources.*







The most common non-fatal workplace injuries are sprains, strains, and tears.

- Bureau of Labor Statistics

# Nothing is more important to us than the safety of our associates and your business.

Express Employment Professionals maintains comprehensive insurance coverage to better protect our associates and provide you peace of mind by helping reduce your employment risk.



## Comprehensive Coverage

Properly addressing insurance and legal issues following a workplace accident takes time. When you work with Express, you can rest assured that we're covered by A-rated carriers or better and our associates are always insured and bonded. Our comprehensive coverage includes:

- Workers' Compensation (Statutory)
- Employer's Liability (\$1,000,000)
- Comprehensive General Liability (\$5,000,000)
- Umbrella Liability (\$20,000,000)
- Errors and Omissions (\$5,000,000)
- Fidelity Bond (\$5,000,000)
- Automobile (hired and non-owned) (\$1,000,000)

We are accountable for losses that Express is legally obligated to pay. However, this does not include losses resulting from:

- Work performed in a reasonable manner under the supervision of the client
- Willful misconduct, intentional acts, or negligence of the client
- Injury to clients' employees
- Damage of equipment in the care of the client

### Contact Express today!

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Proposed Rate Information for
Tehama County Solid Waste Management Agency

Table with 3 columns: POSITION (Office Assistant), PAY RATE (\$16.74), BILL RATE (\$25.11)

The client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Worker's Compensation
Payroll taxes and unemployment insurances
Bonding of employees
General liability insurance coverage
Weekly invoicing to clients
Paying the associates
Recruiting and applicant screening
Benefits for associates
CA Sick Pay (Except COVID supplemental paid leave which has a shared cost)

Overtime is calculated at 1.5 and 2.0 times the above rates, depending on overtime hours worked.

Express Employment Professionals agrees to convert associates in 720 hours with no fee. If an associate is taken on to Tehama County Solid Waste Management Agency before the 720 hours, there will be a conversion fee charged...

Express Employment Professionals has a Drug Free Policy, and we can provide drug testing if requested. The cost for this is \$25.00 per test. We can also perform criminal background checks if requested. The cost is \$21.00 per name...

Express Employment Professionals bills for services rendered on a pay-per-hour basis. The above rates will apply to the position(s) we discussed. There is a 4-hour minimum for each assignment day. These rates are subject to changes in Workers' Compensation.

In addition to our temporary and evaluation hire programs noted above, associates can also be hired through our Direct Hire Program. The placement fee under this program is fifteen percent (15%) of the associate's annual compensation...

Express Employment Professionals

Tehama County Solid Waste Management Agency

Signature line with handwritten signature

Signature line

Date line with handwritten date 12/10/2024

Date line

Spirit of Agreement

It is the philosophy of Express Employment Professionals to abide by this agreement not only to the letter, but also in the spirit, of agreement. We are committed to providing you with flexible and responsible service, enabling you to focus on your core business.





Office Number and Location:

# 2339

Red Bluff, CA

### Staffing Agreement

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of 243 S. Main Street (hereinafter referred to as "Express", "We" and "Our") and \_\_\_\_\_ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws. You will include Our associates in all safety and health programs required of the hazards of your workplace including any training, testing, monitoring, and record retention required by law.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks.
4. The bill rates and/or markup charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to Our associates or upon prior notice. State mandated costs including, but without limitation, sick pay will be charged back to Client. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method within ten (10) days of the invoice date.
5. We agree to maintain insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and agree to maintain Commercial General Liability, Fidelity Bond and Errors and Omissions coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, protected health information, personally identifiable information, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. Express will only provide associates for positions operating a motor vehicle if notified in writing prior to an assignment. Client acknowledges that Client has insurance for any motor vehicle that might be driven by an Express temporary associate, with policy limits of not less than \$3,000,000.00 per occurrence, and Client will list Express as an additional insured on Client's commercial auto, commercial general liability and umbrella policies, and on behalf of Client's insurers, waives all rights of subrogation against Express. Client's insurance shall be primary, and Express's insurance shall not contribute. Client agrees to furnish Express an insurance certificate showing that such coverage protects Express. Limits can be met with umbrella/excess policies. You agree to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
10. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by your breach of this Agreement and/or by your negligence or misconduct.
11. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
12. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
13. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
14. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
15. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.
16. Client represents and warrants that (a) the individual executing this Agreement on behalf of Client has all requisite power and authority to execute and deliver this Agreement; (b) the execution and delivery of this Agreement by Client has been duly authorized; and (c) this Agreement has been duly executed and delivered by Client, and constitutes Client's valid and binding obligation, enforceable against it in accordance with its terms.
17. All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Client Agent's Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_





## New Account Information

Client		Telephone No.		Fax No.		Contact	
Address				City		State	Zip
Type of Business		Business Start Date	Years at Address	CEO/Owner/Partner/Proprietor		No. of Employees	
Type of Organization <input type="checkbox"/> Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Ind. Prop <input type="checkbox"/> LLC <input type="checkbox"/> Other			Reasons for Associates		No. of Associates	Hours per Week	
Party in Charge of Accts. Payable		PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Terms are: Payments due ten (10) days from date of invoice.				
Person Accepting Our Terms		Title		Social Security Number / Tax ID Number			
Primary Bank Used		Telephone		Account No.		Account Representative	
Type of Account	Date Opened	Avg. Checking Balance \$		Hi Balance \$	Avg. Balance \$	D&B Rating	
Loans Outstanding <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured	Current Loan Balance \$	Balance \$	Avg. Balance \$	Payment History <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			
Bank Credit Rating	SIC Code	Last Four Digits of Social Security Number		Date of Birth			

Comments:

CREDIT REFERENCES				For Express Services Use Only			
Name of Supplier		Email		Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact		Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.	Fax. No.	Type of Business	Comments:				
Name of Supplier		Email		Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact		Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.	Fax. No.	Type of Business	Comments:				
Name of Supplier		Email		Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact		Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.	Fax. No.	Type of Business	Comments:				

### TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending company credit to aforesaid business, individually, jointly, and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which maybe owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived, and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due ten (10) days from the date of the invoice; (2) creditor is authorized to investigate credit, banking, and financial history and to disclose findings of that investigation as necessary.

Signature	Print Name	Date

<b>CREDIT APPROVAL</b>		Approved By	Credit Limit \$	Terms		
Source Code	Client Account No.	Completed By	Checked By		Date	

*Express is an Equal Opportunity Employer*



# Tehama County

## Agenda Request Form

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**File #:** 24-2314

**Agenda Date:** 1/6/2025

**Agenda #:** 10.

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### **Agreement for the Operation of a Permanent Household Hazardous Waste Collection Facility with Corning Disposal**

#### **Requested Action(s)**

Review and approve the fourth extension to the Agreement for the Operation of a Permanent Household Hazardous Waste Collection Facility between the Agency and USA Waste of California, Inc. dba Corning Disposal.

#### **Financial Impact:**

None.

#### **Background Information:**

Pursuant to Title 22 CCR Section 67450.25(a)(3)(B) and Section 67450.4(b)(16), the operator of a household hazardous waste facility must enter into a written agreement allowing for the facility to operate with the property owner.

The attached agreement to allow the Agency to operate the Corning Household Hazardous Waste Facility on the property of USA Waste of California (WM/Corning Disposal) expired April 30, 2024, unless written notification consistent with the terms of the agreement is provided by either party. Agency staff and WM have previously negotiated a 60-day extension, a 5-month extension, and a twelve-week extension of the current agreement allowing Corning collection events to continue until January 31, 2025. Due to the unexpected passing of the Agency Manager, Agency staff reached out to WM and received a fourth extension to the current agreement on December 20, 2024. This fourth extension will allow Corning collection events to continue until April 30, 2025.

The Agency is also exploring alternative sites for the facility in the event the Agency and WM cannot come to an agreement so that residents in the southern portion of the county do not lose this service.



**AGREEMENT FOR THE OPERATION OF A PERMANENT HOUSEHOLD HAZARDOUS WASTE  
COLLECTION FACILITY BETWEEN THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY  
AND USA WASTE OF CALIFORNIA DBA CORNING DISPOSAL**

THIS AGREEMENT, dated this 3<sup>rd</sup> day of June, 2019 is hereby made and entered into by and between the Tehama County Solid Waste Management Agency (hereinafter referred to as "Agency") and USA WASTE OF CALIFORNIA, INC. dba Corning Disposal (successor to Corning Disposal, Inc.) (hereinafter referred to as "Program Participant"):

RECITALS

WHEREAS, the Agency is committed to actively seeking to minimize the amount of household hazardous waste (hereinafter "HHW") improperly disposed in landfills and/or requiring acceptable landfill disposal by implementing recycling and reuse techniques. The Agency's waste management practices follow the Department of Resources Recycling and Recovery (hereinafter "CalRecycle") waste management hierarchy

Reduce  
Reuse  
Recycle  
Treatment/Incineration  
Landfill;

and,

WHEREAS, the Program Participant is interested in participating in the Agency's Household Hazardous Waste Collection Program and has the willingness and capabilities to allow for the existence of the current Agency-owned permanent Corning Household Hazardous Waste Facility (hereinafter "Facility") located at the Program Participant's place of business and allow the Agency to carry out HHW collection activities as described below.

NOW, THEREFORE, Pursuant to the above recitals, the Agency and Program Participant do hereby agree as follows:

1. Agency Responsibilities: The Agency will:
  - A. Provide and maintain the existing Facility at Program Participant's place of business in a neat, clean and sanitary condition.
  - B. Provide a professionally prepared sign displaying operating hours, disposal limits, etc. The Agency shall install said signage in a location visible to the public.
  - C. Submit an annual schedule to Program Participant staff prior to the Facility opening for HHW collection events. The HHW collection events are any time the facility is open to the public. The schedule should include the days and times the Facility will be open to the public. Agency shall notify Program Participant staff at least 30 days prior to implementing any changes to the operations schedule.

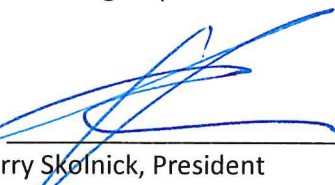
- D. Engage a licensed and trained contractor (hereinafter "Contractor") to operate the Facility on the scheduled dates and times of operations. Licensing and training may include, but not be limited to, items listed in Attachment A, "Household Hazardous Waste Training, Permits and Approvals." The Contractor shall operate the Facility in accordance with the contract entered into between the Contractor and the Agency, and with experienced personnel and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by contracts in similar fields; and in accordance with sound professional practices, and in compliance with applicable federal, state and local laws and regulations. The Contractor will be chosen by the Agency.
  - E. The Agency reserves to itself the right to operate the Facility during weekdays and other times that the Contractor is not operating the Facility.
  - F. Inform the public that the Facility is accepting HHW on the aforementioned scheduled dates and times.
  - G. Limit the quantity of HHW disposed by the public to 5 gallons or 50 pounds per person per day.
  - H. Pay for pickup, transport and processing of the HHW from the Facility.
  - I. Be responsible for spills at the Facility at the Agency's expense.
  - J. Maintain records of the number of residents using the Facility.
2. Program Participant Responsibilities: The Program Participant agrees to:
  - A. Allow for the existence of the current Agency-owned Facility located at the Program Participant's place of business and allow the Agency to carry out HHW collection activities as described above.
  - B. Notify Agency staff in the event that a spill occurs during hours the Facility is not open as soon as possible. This will allow for Agency staff to arrange for the cleanup of any spill.
3. Term. The term of this Agreement shall be for five (5) years and shall commence on March 1, 2019 and expire on April 30, 2024.
4. Lack of Good Faith Effort: Should the Program Participant and/or agents neglect to notify Agency staff in the event of a HHW spill pursuant to Section 2.B. above, then Program Participant will pay for the cleanup, transport and disposal of the spilled HHW, and liability arising therefrom.
5. Severability: Either party may terminate this Agreement at any time by providing the other party with 90 days written notice. Upon termination of the Agreement, all parts of the Facility, including collection drums, storage containers and signage, shall be returned to the Agency. The Agency shall have six months from the date of written notice to remove all property owned by Agency.
6. Indemnification: The Program Participant agrees to defend, indemnify, save and hold harmless the Agency, its officers, agents and employees, to the fullest extent allowed by law, from all

liabilities, claims, expenses, losses and damages for death, sickness or injury to persons or property including, without limitation, all consequential damages from any cause whatsoever arising from or connected with the operations or performances of this Agreement.

7. Jurisdiction: This Agreement is made in Tehama County and shall be governed and constructed in accordance with the laws of the State of California.
8. Entire Agreement and Amendment: The terms of this Agreement are limited and shall constitute the entire agreement between and among the parties and inure to the benefit of and bind the parties hereto, and their successors and assigns. This Agreement may not be altered, amended, modified or otherwise changed in any manner except by writing executed by all parties.
9. Exclusive Right: This Agreement, in no way, is intended to provide Program Participant with exclusive rights for HHW collection in any area of the County, nor does it prevent the Agency from conducting or supporting any other HHW collection program activities.
10. Costs: Except as specifically provided otherwise in Paragraph 4 above, the Agency shall bear all costs for its HHW collection program activities and for compliance with the terms of the Agreement.
11. Assignability: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Program Participant to another party without the prior written approval of the Agency.
12. Practical Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions shall, nevertheless, continue in full force without being impaired or invalidated in any way.
13. Independent Agent: In its performance under this Agreement, the Program Participant is and shall be considered as an independent contractor and not an agent or employee of the Agency.
14. Attorney's Fees: In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to their attorney's fees.

IN WITNESS HEREOF, the parties hereto have hereunto executed the AGREEMENT the day and year first above written.

PROGRAM PARTICIPANT:  
USA Waste of California, Inc.  
dba Corning Disposal

By   
Barry Skolnick, President

Date 4/8/2019

AGENCY:  
Tehama County Solid Waste  
Management Agency

By   
Amanda Jenkins, Chair

Date June 3, 2019



## Attachment A

### Household Hazardous Waste Training, Permits, and Approvals

#### Training (as applicable, some trainings maybe combined)

- 24-hour HAZWOPER (40-hour may be acceptable if HHW specific operations is included)
- Hazardous Materials Transportation
- Bloodborne pathogens
- Respiratory protection
- Personal protective equipment
- Universal waste management
- Injury Illness Prevention Plan including hazard communication
- Heat illness prevention
- Ergonomics
- Emergency response
- First aid/CPR

#### Permits and Approvals (as applicable, some plans can be combined)

- CEQA review
- Zoning compliance
- Permit-by-Rule (PBR)
- Operations plan
- Hazardous materials security plan
- New technology plan
- California Environmental Reporting System (CERS) including aboveground storage tank statement
- Spill prevention control and countermeasure plan (if greater than 1.320 gallons petroleum)
- Fire department approval maybe required for hazardous materials storage
- Approval of local fire and air district for bulking
- Home-Generated Sharps Consolidation Point
- Fire suppression system approvals
- Engineer certification of aboveground tanks
- Engineer certification of facility secondary containment

#### Transportation

- Hazardous waste transporter registration with financial assurance document
- Driver hazardous materials endorsement if more than 1,001 pounds and placarded vehicles



**USA WASTE OF CALIFORNIA, INC**

3281 HIGHWAY 99 W  
CORNING, CA 96021

December 20, 2024

Paul Freund  
Organic Materials Program Coordinator  
Tehama County Solid Waste Management Agency  
20000 Plymire Road  
Red Bluff, California 96080

Dear Mr. Freund:

This letter is to follow up on the Tehama County Solid Waste Management Agency's request on December 16, 2024, to extend the Agreement for the operation of a permanent Household Hazardous Waste Collection Facility Between the Tehama County Solid Waste Management Agency and USA Waste of California DBA Corning Disposal. WM is agreeable to extend the agreement until April 30, 2025 due to the unexpected passing of Agency Manager, Rachel Ross-Donaldson.

Sincerely,

A handwritten signature in blue ink that reads "Diana Ramirez". The signature is written in a cursive style.

Diana Ramirez  
Public Sector Manager

CC: Cahill Chavers, District Manager



# Tehama County

## Agenda Request Form

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**File #:** 24-2263

**Agenda Date:** 1/6/2025

**Agenda #:** 11.

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### Grazing Lease Agreement

#### Requested Action(s)

- 1) Make a determination that the lease agreement is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.
- 2) Approve the grazing lease with Tom Hardesty for a twenty-two month term for a total of \$4,096.95 (\$1,862.25 year one, \$2,234.70 year two).

#### Financial Impact:

148.98 acres at a rate of \$15 per acre (\$1,862.25 year one, \$2,234.70 year two).

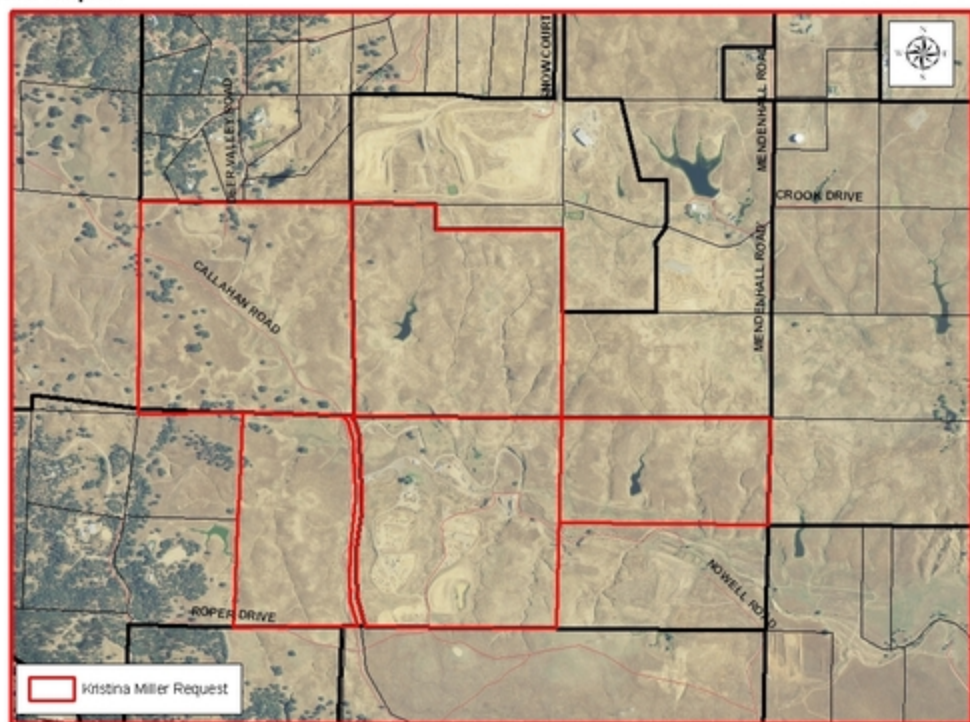
#### Background Information:

Monte Shults ended his lease of 148.98 acres the Agency owns south of the Landfill in the Fall of 2024. Tom Hardesty, TH Cattle Co., contacted the Agency shortly after to inquire about leasing the property at the same rate of \$15 per acre (\$1,862.25 year one, \$2,234.70 year two). According to the Tehama County Agricultural Department, the proposed rate of \$15.00 per acre is fair for the current market. The attached proposed lease agreement with Tom Hardesty for 148.98 acres is for a twenty-two month term, commencing on January 6, 2025 and ending on October 31, 2026 at the same terms that were in place for the previous lease. The annual grazing season is from November 1 through June 1. The lease may be terminated by either party upon at least thirty (30) days prior written notice to the other party.

As this is not a project, there will need to be a determination that the lease agreement is exempt from CEQA pursuant to Sections 15060(c)(2), (3) and 15378(a).

Miller Request

AERIAL MAP



1,400 700 0 1,400 Feet

Tehama County Planning Department  
December 2010  
Prepared by Robert Halpin



# Notice of Exemption

# Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Tehama

633 Washington St

Red Bluff, CA 96080

**From: (Public Agency):** Tehama County Solid Waste Management Agency  
20000 Plymire Road  
Red Bluff, CA 96080

(Address)

Project Title: Tehama County Solid Waste Management Agency Grazing Lease

Project Applicant: Tehama County Solid Waste Management Agency

Project Location - Specific:

**20000 Plymire Road**

Project Location - City: Red Bluff Project Location - County: Tehama

Description of Nature, Purpose and Beneficiaries of Project:

**The agreement is for leasing property owned by the Tehama County Solid Waste Management Agency for cattle grazing.**

Name of Public Agency Approving Project: Tehama County Solid Waste Management Agency

Name of Person or Agency Carrying Out Project: Tehama County Solid Waste Management Agency

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: Sections 15060(c)(2), (3) and 15378(a)

Reasons why project is exempt:

**This is a lease agreement and does not constitute approval of a project.**

Lead Agency  
Contact Person: Paul Freund Area Code/Telephone/Extension: (530) 528-1103

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Acting Agency Manager

▪ Signed by Lead Agency    Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

GRAZING LEASE AGREEMENT  
BETWEEN THE  
TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY ("JPA II"),  
AND  
TOM HARDESTY

This Grazing Lease (Lease) is made and entered into by and between the Tehama County Solid Waste Management Agency (Lessor), and Tom Hardesty (Lessee).

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Lessor and Lessee, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, that certain tract of land situated in Tehama County, California, containing approximately 148.98 acres more particularly described on map Exhibit A attached hereto and made a part hereof for all purposes (the Premises).

1. **TERM.** This Lease shall be for a term of 22 months, commencing on January 6, 2025 and ending on October 31, 2026 for an annual grazing season of November 1 through June 1. This Lease may be terminated by either party upon at least thirty (30) days prior written notice to the other party.
2. **RENT.** Lessee agrees to pay the Lessor the sum of \$15.00 per acre each season for a total of \$2,234.70 each season. \$1,117.35 shall be payable on or before November 10<sup>th</sup> and June 10<sup>th</sup> each year. The 2024-2025 season will be charged \$1,862.25 to reflect the two months that no grazing occurred prior to signing the agreement. \$931.12 shall be payable on or before February 10<sup>th</sup>, 2025 and \$931.13 shall be payable on or before June 10<sup>th</sup>, 2025.
3. **NO HAZARDOUS MATERIALS.** Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises except in such quantities as are found in materials used in connection with the operation of Lessee's permitted business on the Premises and which comply with and are handled, used and disposed of in compliance with Applicable Law. As used herein Hazardous Materials means (a) any petroleum, or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas, (b) any chemicals, materials, or substances defined as or included in the definition of hazardous substances, hazardous waste, hazardous materials, extremely hazardous wastes, restricted hazardous wastes, toxic substances, toxic pollutants, contaminants, or pollutants, or words of similar import,



under applicable law, and (c) any other chemical, material or substance which is in any way regulated by applicable law.

4. **USE OF PREMISES.** Lessee shall use the Premises solely for the purposes of grazing cattle during the term of this Lease, as a reasonably prudent rancher and farmer, and shall use the Premises for no other purpose. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Lessor.
5. **MAINTENANCE, REPAIR, AND SURRENDER.** At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, or its successors and assigns, in a state of repair and condition comparable to the state of repair and condition of the Premises at the time Lessor delivered possession thereof to Lessee. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises of this Lease.
6. **TAXES; POSSESSORY INTEREST.** Lessor shall pay and fully discharge all taxes, including, without limitation, all ad valorem taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on the Premises and any of Lessor property located thereon, provided, however, that Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on any fixtures, livestock, appliances, and other personal property placed by Lessee in, on or about the Premises.

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by Lessor with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the Lessor. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the Tehama County Assessor and the lessee. If a taxable possessory interest is created by this Agreement, lessee shall be responsible for and shall promptly pay all property taxes assessed against or otherwise attributable to this Lessee and the use of the subject real property.

7. **INSURANCE AND WARRANTY.** Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, commercial general liability insurance of an occurrence type against all claims arising out of liability of Lessee for injury to persons or property occurring in or about the Premises or arising out of the use or occupancy thereof, with limits of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence and One Million and No/100 Dollars (\$1,000,000) as a general aggregate. Lessee commercial general liability insurance shall include Broad Form Property Damage, Personal Injury Liability Insurance with a limit of One Million and No/100 Dollars



(\$1,000,000) per occurrence and Blanket Broad Form Contractual Liability Insurance. Lessee shall, if Lessee so elects, carry fire and extended coverage insurance covering Lessee personal property situated in the Premises in such amounts as Lessee may elect in Lessee's sole and absolute discretion. All policies of insurance described in this Section 7 or otherwise required to be obtained pursuant to this Lease shall be issued in form acceptable to Lessor by insurance companies acceptable to Lessor and admitted to conduct casualty insurance business in the state where the Premises is located. All such policies of insurance shall name Lessor as an additional insured. Lessee shall indemnify, defend and hold harmless Lessor and Lessor's directors, officers or employees, from and against all claims, demands, liabilities losses, costs, damages or expenses (including, without limitation, attorneys fees, accountants fees, court costs and interest) resulting or arising from any and all injuries to, including death of, any person or damage to any property caused by the occupancy of the Premises by Lessee and/or the acts or omissions of Lessee or Lessee agents, employees, or contractors. Lessor shall not be liable to Lessee for any inconvenience or loss to Lessee in connection with any repair maintenance, damage, destruction, restoration, or replacement of the Premises. Lessor shall not be obligated to insure any of Lessee's goods, supplies, inventory, furniture, equipment or otherwise be liable for any damage to or destruction of any of the foregoing.

8. ACCEPTANCE OF PROPERTY IN "AS IS CONDITION". Lessee acknowledges that the property being leased is undeveloped land that is suitable for grazing and fully accepts the use of the property in its existing condition (As Is Condition) for that express purpose and further agrees to release and fully waive on behalf of Lessee and its employees or other persons invited or allowed on the leased land by lessee, of any right of action against Lessor based on an injury suffered while on or due to the condition of the leased premises. To the fullest extent permitted by law Lessee agrees to indemnify, defend and hold harmless Lessor and its officers, employees and agents from and against any claim, demand, suit, administrative proceeding of any nature whatsoever and for loss of any kind resulting from any injury to Lessee, its employees or other persons invited or allowed on the leased land by Lessee.
9. DEFAULT. In the event Lessee fails to perform any or all of its obligations set forth in the Lease, Lessor may elect either one or both of the following described remedies:
  - a. Lessor may terminate this Lease and repossess the Premises; or
  - b. Lessor may pursue any other remedy now or hereafter available to Lessor under applicable law.
10. MECHANIC LIENS. Lessee shall not permit any mechanic's liens to be filed against the Premises or Lessee's leasehold interest therein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee's activities in the Premises to be paid and released of record



without cost to Lessor within thirty (30) days following delivery by Lessor to Less of written notice regarding the existence of any such lien.

11. INSPECTION BY LESSOR. Lessor and Lessor's agents and representatives shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting, maintaining, and making repairs or alterations to the Premises, or any other purpose necessary to protect Lessor's interest in the Premises or to perform Lessor's duties, if any, under this Lease.

12. NOTICES

Any notices required by this Agreement shall be sent as follows:

2. To JPA II:

Agency Manager, TCSWMA  
20000 Plymire Rd.  
Red Bluff, CA 96080

3. To Lessee

Tom Hardesty  
18760 Saddleback Ridge Loop  
Cottonwood, CA 96022

On dates listed below, the parties agreed to the terms, conditions and covenants set forth above.

Dated:

TEHAMA COUNTY SOLID WASTE MANAGEMENT  
AGENCY ("JPA II")

By: \_\_\_\_\_

Kris Deiters, Chair

Dated:

12/27/24

Tom Hardesty, TH Cattle Co.

By: \_\_\_\_\_

Tom Hardesty, Lessee



# Tehama County

## Agenda Request Form

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**File #:** 24-2317

**Agenda Date:** 1/6/2025

**Agenda #:** 12.

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### Office Closure Proposal

**Requested Action(s)**

Recommend approval of the closure of the Tehama County Solid Waste Management Agency office to accommodate staff vacation.

**Financial Impact:**

None.

**Background Information:**

Paul Freund had previously been approved to take vacation time in January prior to the Agency Manager's passing. As Paul is the only Agency staff at the Agency's office, the office will need to be closed to accommodate his vacation time, occurring January 17, 2025 from 12:00PM to 4:30PM and January 21-24, 2025 from 8AM-4:30PM. The Agency's office will also be closed on Monday, January 20th in observance of the Martin Luther King, Jr. holiday.

## Paul Freund

---

**From:** Rachel Ross-Donaldson  
**Sent:** Tuesday, October 29, 2024 10:54 AM  
**To:** Paul Freund  
**Subject:** RE: Time off request

Approved.

**Please note my new email address is [rross@tehama.gov](mailto:rross@tehama.gov)**

Rachel Ross-Donaldson

Agency Manager

Tehama County Solid Waste Management Agency

20000 Plymire Road Red Bluff, California 96080

Phone: 530.528.1103 | Fax: 530.528.9304 | Mobile: 530.736.2698

[www.tehamacountylandfill.com](http://www.tehamacountylandfill.com)

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**From:** Paul Freund <[pfreund@tehama.gov](mailto:pfreund@tehama.gov)>  
**Sent:** Tuesday, October 29, 2024 10:48 AM  
**To:** Rachel Ross-Donaldson <[rross@tehama.gov](mailto:rross@tehama.gov)>  
**Subject:** Time off request

Attached is my revised time off request for vacation in January.

**Please note my new email is [pfreund@tehama.gov](mailto:pfreund@tehama.gov)**

Thanks,

Paul



# Tehama County

## Agenda Request Form

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**File #:** 24-2336

**Agenda Date:** 1/6/2025

**Agenda #:** 13.

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### **FY 2024/2025 Goals Update**

#### **Requested Action(s)**

This item is for informational purposes only. No further action is required.

#### **Financial Impact:**

None.

#### **Background Information:**

Included in your agenda is an update on the Agency's progress towards achieving its FY 2024/2025 goals, as approved by the Board of Directors. Staff is available to answer any questions.



## Goals for the Agency Manager and Tehama County Solid Waste Management Agency

### **FY 2024/2025 Goals**

#### **Short Term Goals to complete by the end of FY 2024/2025**

1. Ensure that the new Landfill and MRF Operations Agreement is being implemented and all Waste Connections reporting requirements are being met.

Update: In process. Waste Connections continues to meet their reporting requirements under the new contract that began March 1, 2024. Their Diversion Plan Annual Report is to be submitted by February 15 for review by the Agency.

2. Oversee the CEQA review, soil testing and regulatory submittal to permit the composting facility at the Tehama County/Red Bluff Landfill through FY 2024/2025 and possibly into FY 2025/2026.

Update: In process. Lawrence and Associates have revised the Joint Technical Document and it has been reviewed by the Agency. The revised Joint Technical Document will be submitted to CalRecycle with the Five-Year Permit Review.

3. Work with Tehama County Personnel to develop an internal staffing structure and transition all employees to internal employment.

Update. On hold. This item will need to be placed on hold until the Agency hires a permanent Agency Manager.

4. Assist the City of Red Bluff in adopting a successor franchise hauling agreement.

Update. Complete. The City of Red Bluff approved a successor franchise hauling agreement on June 4, 2024.

5. Continue to ensure the Agency remains AB 939 and SB 1383 compliant.

Update. Ongoing. Due to staffing issues within CalRecycle's Local Assistance and Market Development branch, the Agency was unable to have a site visit in 2023 or 2024. A conference call is scheduled for February to introduce new CalRecycle staff to the Agency and go over diversion programs for 2023. The Agency has not yet received the compliance determination for 2023 from CalRecycle.

6. Continue to ensure the goals set forth in Waste Connections' 2024 Diversion Plan are being implemented and meet the higher diversion standards.

Update: Waste Connections is compliant with its Diversion Plan. A detailed report will be provided to the Board at the April Board of Directors meeting.

7. Per the Landfill and MRF Operations agreement, evaluate Waste Connections' claims for "Change in Law" costs by the end of FY 2024/2025.

Update. Waste Connections has not yet submitted a claim for any "Change in Law" costs for FY 2024/2025.

8. Complete the Five-Year Permit Review for the MRF and Landfill. Provide a cost comparison for CalRecycle's closure estimate as compared to current industry costs.

Update: In process. The Agency has reviewed the revised Joint Technical Document and Five-Year Permit Review and sent it back to Lawrence and Associates to finalize and submit to CalRecycle.

9. Continue to manage the agreement with ACTenviro to operate the Corning and Red Bluff Household Hazardous Waste facilities.

Update: In process. ACTenviro was assessed Liquidated Damages (LDs) on August 9, 2024 for failing to resolve facility management issues at the Red Bluff facility and again on November 19, 2024 for their staff leaving prior to a hazardous waste business appointment. The LDs totaled \$10,483.20 and were deducted from invoices received from ACTenviro. While the management of the facility has improved, there are still some issues that will need to be addressed so they do not become greater issues in the new contract.

10. The agreement between the Agency and WM for the provision of hosting the Corning Household Hazardous Facility expired April 30, 2024. Negotiate a successor agreement or remove the facility from WM's property.

Update. In process. More information will be provided in closed session.

11. The agreement with the Agency and ACTenviro expires December 31, 2024. Per the Board's direction, release a Request for Proposals and present a successor agreement to operate the Agency's two household hazardous waste facilities to the Board for consideration.

Update: Complete. The RFP was issued June 3, 2024 with proposals due to the Agency by August 5, 2024. ACTenviro provided the only proposal and a successor agreement with them was approved at the November 7 Executive Committee meeting. Agency staff have a meeting with

ACTenviro's representative set for January 10, 2025. The intent of the meeting is to resolve the ongoing issues from the previous contract, so they do not become greater issues in the new contract.

12. Oversee the development and implementation of required SB 1383 regulatory programs through FY 2024/2025. Provide the Board with alternative service providers, if available.

Update. Ongoing. A detailed update on SB 1383 is provided in a separate agenda item.

13. The Agency was awarded the CalRecycle Household Hazardous Waste Discretionary Grant Cycle 37 in the amount of \$100,000. Implement the goals of the grant.

Update. Complete. The grant was closed on September 27, 2024. The Agency was able to spend \$97,114.10 of the \$100,000 awarded. Grant funds were used to promote Battery Collection and Household Hazardous Waste collection events on Facebook, make upgrades to the Red Bluff and Corning HHW facilities, and pay for staff time to conduct HHW outreach at community events.

14. The Agency was awarded the CalRecycle Waste Tire Amnesty Grant Cycle 7 in the amount of \$26,400. Continue to implement the goals.

Update. In process. The Agency has held two Passenger Tire Collection events, collecting 1,886 tires. A free Agricultural Tire Collection was held during the month of February 2024, collecting 123 agricultural tires of varying sizes. The second free Agricultural Tire Collection event will be held this February, and a third Passenger Tire Collection event will be held in April in Los Molinos and at the Landfill.

15. The Agency was awarded the CalRecycle SB 1383 Local Assistance Grant in the amount of \$123,787. Utilize the funding to implement the requirements of SB 1383 and close the grant.

Update: Complete. CalRecycle granted extensions to all recipients of the Local Assistance Grant until November 1, 2024. The Agency expended all funds from this grant by October 14, 2024. The grant helped cover staff time to conduct outreach, inspections, paper purchase recordkeeping, and complete reports. The grant also paid for supplies to assist schools with cafeteria waste sorting and onsite composting, purchase kitchen food scrap pails to give residents to encourage backyard composting, and covered the cost for printing outreach materials.

16. The Agency was awarded the CalRecycle SB 1383 Local Assistance Grant in the amount of \$340,333. Utilize the funding to implement the requirements of SB 1383.

Update. In process. The grant has helped cover staff time to conduct outreach, paper purchase recordkeeping, and complete reports. The grant also paid for supplies to assist schools with cafeteria waste sorting, purchase kitchen food scrap pails to give residents to encourage backyard composting, equipment for Food Recovery Organizations to take more recovered food from Commercial Edible Food Generators, and covers the cost for printing outreach materials.

17. Continue to implement the additional education campaign informing the public of upcoming SB 1383 regulations.

Update: Complete. The Agency worked with News & Review Publications beginning June 2023 to develop a twelve-story outreach campaign for SB 1383. Twelve stories have been published and shared to the Agency's Facebook page as well as the News & Review Facebook page. News & Review Publications also produced a short video highlighting all the stories.

18. Assist the County and the cities in amending their franchise hauling agreements to comply with SB 1383, as requested.

Update. Ongoing. Currently there are no jurisdictions that are negotiating their franchise hauling agreements.

19. Continue to coordinate two regional multi-waste collection events in outlying and underserved portions of the community.

Update. Ongoing. A cleanup event was held for the Cottonwood area at the County's Corp Yard on Hooker Creek Road on September 28, 2024.

20. Continue to participate in the Northern California Recycling Collaborative in order to create intercounty efficiencies in grant management and increase marketability of recyclable materials.

Update. Ongoing. The Agency hosted the NCRC on November 15, America Recycle's Day, with attendees from Shasta County, Lake County, WM and Waste Connections participating in discussions on SB 1383 and CRV redemption opportunities.

21. Continue to promote the Tehama County Recycling Market Development Zone by giving three presentations to local businesses, economic developers,

institutions of higher education, or other individuals interested in starting up or expanding a business that utilizes material diverted from landfills.

Update. Ongoing. The Agency was notified in October of a new round of Zone Incentive Funds (ZIF). The Agency applied on October 16, 2024 and are awaiting notice of the award of funds. If awarded, the Agency will be on track to accomplish this goal.

22. Remain involved with the RCRC Environmental Services Joint Powers Authority (ESJPA), a local governmental agency comprised of 22 rural member counties that provides solid waste, recycling and HHW regulatory advocacy and technical assistance.

Update. Ongoing. Agency staff virtually attended the August, October, and December meetings of the ESJPA. Historically, the Agency Manager has been appointed as Tehama County's alternate representative to the ESJPA. Once a permanent Agency Manager is hired, it is anticipated that they will be appointed as the County's alternate to the ESJPA.

23. Remain involved with the California Resources Recovery Association Prevention, Reuse and Repair Technical Council, which promotes waste prevention, materials reuse and repair for the purpose of achieving Zero Waste in California.

Update. Ongoing. The last several meetings have not occurred and if they continue to not occur, the Agency will be removing this goal for next fiscal year.

24. Remain involved in the California Product Stewardship Council Board of Directors so as to provide assistance in developing future direction of product stewardship related policy and legislation.

Update. Complete. With the unfortunate passing of the Agency Manager, Rachel Ross-Donaldson, the Agency is no longer represented on their Board of Directors. Agency staff will remain involved in CPSC's Associates calls when they resume in 2025.

25. Remain involved with the Sacramento River Discovery Center as organic waste management resources continue to expand.

Update. Ongoing. Agency staff remain involved with the Sacramento River Discovery Center as a way to help promote backyard composting and waste reduction through various programs they put on and schools they host for field trips.

26. Continue to implement the Smart Business Alliance Program that incentivizes businesses to reduce their waste stream/recycle. Provide outreach regarding the

program to at least 15 businesses and 3 multi-family dwellings and provide a semi-annual update to the Board regarding participating businesses.

Update. In process. With the Recycling Program Analyst position vacant since October 20, 2024, little progress has been made on this goal. Once a Recycling Program Analyst is hired, one of their tasks will be to regain lost ground and work with Waste Connections' Sustainability Coordinator on commercial recycling.

27. Continue to give 10 presentations to students, teachers, and/or administration using the '4 R Kids' bus exhibit by the end of FY 2024/2025.

Update. In process. In July the Agency began retrofitting a trailer to house the exhibits from the bus that is having mechanical issues and is not reliable for the outreach program. However, with the Recycling Program Analyst position vacant since October 20, 2024, little progress has been made on this goal. Once a Recycling Program Analyst is hired, one of their tasks will be to finish the trailer retrofit and work with Waste Connections' Sustainability Coordinator on School Recycling outreach.

28. To increase composting knowledge within the community, continue to give five compost presentations/demonstrations at community events or to school children by the end of FY 2024/2025.

Update. In process. Compost presentations were given to the 6<sup>th</sup> Grade Class at Reeds Creek Elementary School on September 12, and to three 4<sup>th</sup> Grade Classes from Meteer Elementary School during their field trip to the Sacramento River Discovery Center on November 7.

29. To promote at-home organic waste reduction, continue offering semi-annual organic waste reduction and at-home management classes for the public.

Update. In process. Agency staff gave compost demonstrations to about 20 people and gave out 12 kitchen food scrap pails to attendees of the Sacramento River Discovery Center's Fall Plant Festival on November 2.

30. As mandated, increase tracking and reporting of County waste diversion programs.

Update. Ongoing. In October the Agency requested additional information regarding the utilization of commercial recycling carts from WM and have yet to receive it.

31. Continue monitoring the carpet and mattress recycling programs to ensure their continued success. Provide updates to the Board.

Update. Ongoing. The Agency will provide an update at the next Executive Committee meeting.

32. Continue to educate the public and school children about the true cost of recycling and how recycling means less revenue for the Landfill, but a greater need for services with a continued focus on the overall benefit to the environment and conservation of resources through quarterly e-newsletters and outreach through FY 2024/2025.

Update. In process. Quarterly press releases were submitted to the Red Bluff Daily News in July, October, and January; and the Waste Awareness e-newsletter was sent to all Tehama County School in August and January.

33. Continue to provide assistance to multi-family complexes and businesses in complying with AB 341, which requires mandatory commercial recycling, through continued implementation of the Mandatory Commercial Recycling (MCR) Plan by the end of FY 2024/2025. Provide updates to the Board.

Update. In process. Through the franchise hauling agreements with each jurisdiction in Tehama County, all businesses are compliant with AB 341 as they receive recycling service as part of their trash service.

34. To increase AB 341 compliance, work to bring all covered generators in the City of Red Bluff into compliance with AB 341 by the end of FY 2024/2025.

Update. Complete. The franchise hauling agreement between GreenWaste of Tehama and the City of Red Bluff signed on June 4, 2024, now provides each business with recycling service as part of their trash service making them compliant with AB 341.

35. Extended Producer Responsibility (EPR) and Product Stewardship (retailers/manufacturers become responsible for end-of-life management of their products) is a strategic directive of CalRecycle. In order to reduce public costs and drive improvements in product design that promote environmental sustainability, legislation will likely continue to be passed to shift California's product waste management system from one focused on government funded and ratepayer financed waste diversion to one that relies on producer responsibility. Remain involved and continue to support product stewardship bills for toxic and hard to recycle items.

Update. Ongoing. Staff advocated for EPR legislation to focus on PFAS, fluorescent lights, single use compressed gas cylinders, and more flexibility in complying with SB 1383.

36. Continue managing Used Oil and Beverage Container grants through FY 2024/2025.

Update: Ongoing. Applications have been submitted for each jurisdiction's FY 2024/2025 Beverage Container City/County Payment Program. To date, Beverage Container funds have been used for staff time to comply with AB 341, staff time at outreach events, advertising the CRV program in Tehama County, and for purchasing additional supplies to aid in the Agency's Large Venue Event Recycling Program. Used Oil Cycle 14 funds have been spent, and the Agency is currently spending Cycle 15 funds. The funds are spent on outreach to promote the used oil program, staff time at outreach events, and used oil disposal costs from HHW collection events.

### **Emerging/Ongoing issues**

37. Due to declines in the Integrated Waste Management Account, CalRecycle grant funding is likely to decline and more audits of existing grants are likely. Remain involved in the stakeholder process to ensure cuts are limited and do not unfairly affect rural jurisdictions.

Update: Ongoing. To date, only used oil payments have been reduced to the minimum required by statute. The impact to the Agency was approximately \$2,000 annually.

38. SB 1383 will likely require jurisdictions to adopt mandatory collection policies/ordinances. Assist the County in its consideration of mandatory collection, as requested.

Update: Ongoing. No clear direction has been received by CalRecycle regarding this issue.





# Tehama County

## Agenda Request Form

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**File #:** 24-2340

**Agenda Date:** 1/6/2025

**Agenda #:** 14.

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### **SB 1383 Regulation Review and Update**

#### **Requested Action(s)**

The following is for informational purposes only. No further action is required.

#### **Financial Impact:**

[Click here to enter Financial Impact.](#)

#### **Background Information:**

As the Board is aware, the Office of Administrative Law approved the SB 1383 final regulations on November 3, 2020. The deadline by which jurisdictions must comply with SB 1383 regulations has not been changed. Below is a summary of work completed since the November 7 Executive Committee Board Meeting.

- The Agency purchased supplies for Bend Elementary School's cafeteria waste sorting program. Agency staff plan on giving a presentation to their 8<sup>th</sup> Grade class on the waste sorting program and how they can also compost onsite when students return from winter break.
- The Agency has begun purchasing equipment and supplies for Food Recovery Organizations in Tehama County. So far, the Agency has purchased several refrigerators or freezers, a tablet and software for tracking food donations, freeze driers, a scale for weighing food donations, and shelving for storing food donations.
- Agency staff have informed all Commercial Edible Food Generators and Food Recovery Organizations that they must submit their report for food they donated or received in calendar year 2024 by March 1, 2025.



# Tehama County

## Agenda Request Form

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**File #:** 24-2337

**Agenda Date:** 1/6/2025

**Agenda #:** 15.

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### Outreach Update

#### Requested Action(s)

This item is for informational purposes only. No further action is required.

#### Financial Impact:

None.

#### Background Information:

- Agency staff attended the Red Bluff-Tehama County Chamber of Commerce Good Morning Red Bluff event on October 31 to promote the Smart Business Alliance (SBA) and inform businesses of upcoming organics recycling laws.
- Agency staff gave backyard compost demonstrations to about 20 people attending the Sacramento River Discovery Center's Fall Plant Festival on November 2. Staff also gave out 12 kitchen food scrap pails to attendees.
- Agency staff gave compost demonstrations to elementary school students during their field trip to the Sacramento River Discovery Center on November 7.
- Agency staff gave a presentation on pesticide container recycling to attendees of the Tehama County Agricultural Producer's Day on November 19.
- The Agency provided cafeteria waste sorting supplies to Bend Elementary School in December and plan on giving a compost presentation to their 8th grade class when students return from winter break.



# Tehama County

## Agenda Request Form

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**File #:** 24-2313

**Agenda Date:** 1/6/2025

**Agenda #:** 16.

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### Closed Session

#### Requested Action(s)

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Government Code Section 54956.8)
  - 1) Property: 3281 Hwy 99W, Corning, California; APN - 087-140-019 (Lease)

Agency Negotiator: Paul Freund

Negotiating Party: Diana Ramirez, WM

Under Negotiation: Terms of Lease

#### Financial Impact:

#### Background Information: