

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



Board Chambers
727 Oak Street
Red Bluff, CA 96080
8:30AM

AGENDA FOR MONDAY, APRIL 7, 2025

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: Tom Walker

1. CALL TO ORDER

Roll Call

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**[25-0491](#)

1. Full Board - Tehama County Solid Waste Management Agency - Special - January 6, 2025 10:00AM
2. Full Board - Tehama County Solid Waste Management Agency - Special - March 17, 2025 9:00AM

*Warrant Register***2. Warrants, March 2025**[25-0498](#)

Review and approve the warrants in the amount of \$26,585.06, as presented.

3. Grant-Funded Warrants, March 2025[25-0499](#)

Review and approve the Grant-Funded Warrants in the amount of \$10,959.00, as presented.

BUDGET**4. FY 2024/25 Quarterly Budget Update**[25-0489](#)

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

REGULAR - LANDFILL ONLY**5. Agency Manager Employment Agreement**[25-0550](#)

Review and approve the employment agreement between Paul Freund and the Tehama County Solid Waste Management Agency, as presented.

6. SB 1383 Regulation Review and Update[25-0566](#)

This item is for informational purposes, no action is required.

7. Fiscal Year 2025/2026 Preliminary Budget[25-0551](#)

Review and approve either option 1 of the preliminary FY 2025/2026 Budget with funding the Organic Materials Program Coordinator or option 2 without funding the Organic Materials Program Coordinator, as presented.

8. Independent Audit Services[25-0535](#)

Request authorization to issue a request for proposals for audit services for the annual financial statements of the Tehama County Solid Waste Management Agency for three fiscal years ending June 30, 2024 through June 30, 2026 with the bid opening to be held at 4:30PM on April 21, 2025 at the Tehama County Solid Waste Management Agency administrative office located at 20000 Plymire Road, Red Bluff, CA 96080.

- 9. Agency Purchasing Policy** [25-0564](#)
Approve Resolution No. 04.07.2025.1 adopting the California Uniform Public Construction Cost Accounting Act and a Purchasing Policy, as presented.
- 10. Dissolve Petty Cash Fund** [25-0536](#)
Approve the dissolution of the Agency's Petty Cash Fund.
- 11. Temporary Office Closure** [25-0537](#)
Recommend approval of a temporary Agency office closure to accommodate CalRecycle site visits.
- 12. 2024 Diversion Plan Annual Report** [25-0538](#)
Recommend approval of the 2024 Annual Report.
- 13. 2025 Waste Connections Diversion Plan** [25-0540](#)
Review and approve Waste Connections' proposed 2025 Diversion Plan.
- 14. Meeting Cancellation** [25-0542](#)
Request cancellation of the regularly scheduled June 5th Executive Committee meeting.
- 15. Acting Agency Manager Update** [25-0552](#)
This item is for informational purposes only. No further action is required.
- 16. Outreach Update** [25-0568](#)
This item is for informational purposes, no 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

17. Closed Session[25-0543](#)

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

File #: 25-0491

Agenda Date: 4/7/2025

Agenda #: 1.

Recommended Approval of Minutes

Requested Action(s)

1. Full Board - Tehama County Solid Waste Management Agency - Special - January 6, 2025
10:00AM
2. Full Board - Tehama County Solid Waste Management Agency - Special - March 17, 2025
9:00AM

Financial Impact:

None

Background Information:



Special Meeting

Chair: Kris Deiters

Vice Chair: Tom Walker

1. 10:00AM CALL TO ORDER

The meeting was called to order at 10:00AM.

Rollcall

Present Chairperson Kris Deiters, Director Matt Hansen, Director Pati Nolen, Director Cody Strock, Director Patrick Hurton, Director Shelly Hargens, Director Lew Beitz, Director Mark Clement, Director Greg Jones, Director Rob Burroughs, and Director Tom Walker

ABSENT Director J.R. Gonzales, and Director Jim Bacquet

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Chair Deiters welcomes the new supervisors.

4. CONSENT

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

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Matt Hansen

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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.
RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Pati Nolen

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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
 - a) Appoint members of the Executive Committee for 2025

A motion was made by Director Hansen, seconded by Director Strock, to appoint Chair Deiters, Vice Chair Walker, Director Nolen, and Director Gonzales to the Executive Committee for 2025.

- RESULT:** APPROVE
- MOVER:** Matt Hansen
- SECONDER:** Cody Strock

II)

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

b) Elect Chair and Vice-Chair for 2025

A motion was made by Director Hansen, seconded by Director Nolen, to elect Kris Deiters as Chair and Tom Walker as Vice Chair for 2025.

RESULT: APPROVE

MOVER: Matt Hansen

SECONDER: Pati Nolen

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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

RESULT: APPROVE

MOVER: Matt Hansen

SECONDER: Pati Nolen

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Cody Strock

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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

II)

USA Waste of California, Inc. dba Corning Disposal.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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).

A motion was made to approve both the CEQA exemption and Grazing Lease agreement in one vote.

RESULT: APPROVE

MOVER: Matt Hansen

SECONDER: Pati Nolen

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

12. Office Closure Proposal

[24-2317](#)

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

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Cody Strock

AYES: Chairperson Deiters, Director Hansen, Director Nolen, Director Strock, Director Hurton, Director Hargens, Director Beitz, Director Clement, Director Jones, Director Burroughs, and Director Walker

ABSENT: Director Gonzales, and Director Bacquet

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

There were no Board Matters brought up.

CLOSED SESSION

The Board convened Closed Session at 10:43AM.

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

The Board adjourned Closed Session at 11:01AM. No reportable actions.

The Board adjourned the meeting at 11:01AM.

Approved by _____

Chair - Kris Deiters

Tehama County Solid Waste Management Agency Full Board

By _____

Recording Secretary



Special Meeting

Chair: Kris Deiters

Vice Chair: Tom Walker

1. 9:00 A.M. CALL TO ORDER

The meeting was called to order at 9:00AM.

Present Chairperson Kris Deiters, Director Matt Hansen, Director Pati Nolen, Director J.R. Gonzales, Director Patrick Hurton, Director Shelly Hargens, Director Lew Beitz, Director Mark Clement, Director Greg Jones, Director Rob Burroughs, and Director Tom Walker

ABSENT Director Cody Strock, and Director Jim Bacquet

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

CLOSED SESSION

The Board convened Closed Session at 9:01 AM.

1. CLOSED SESSION

[25-0345](#)

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Solid Waste Management Agency Manager

REPORTABLE ACTIONS FROM CLOSED SESSION

The Board adjourned Closed Session at 10:34AM. No reportable action.

The meeting adjourned at 10:35 AM.

Approved by _____

Chair- Kris Deiters

Tehama County Solid Waste Management Agency Full Board

By _____

Recording Secretary



Tehama County

Agenda Request Form

File #: 25-0498

Agenda Date: 4/7/2025

Agenda #: 2.

Warrants, March 2025

Requested Action(s)

Review and approve the warrants in the amount of \$26,585.06, as presented.

Financial Impact:

As listed.

Background Information:

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

BOARD MEETING AGENDA ITEM

Monday, April 07, 2025

4045

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

FISCAL IMPACT:

Yes -	\$	26,585.06
-------	----	------------------

BACKGROUND:

ADMIN SERVICES	13,809.20		
2/27/2025 PGE	546.62	3/1/25-3/31/25	
2/28/2025 MOORE & BOGENER INC	1,226.10	1/6/25-2/3/25 CHARGES	13577758990225
2/28/2025 ULTIMATE BUILDING MAINTENANCE	475.00	TELEPHONE/CORRESPOND/REVIEW	15848
2/28/2025 TEHAMA TIRE SERVICE	22.84	2/1/2025	18338
2/27/2025 ATT	94.97	LABOR/VALVE	10066100
2/28/2025 HUNT & SONS	23.81	1/12/25-2/11/25	23014336
2/28/2025 MARK CLEMENT	100.00	FUEL	364020
2/28/2025 PAT HURTON	100.00	JAN 25 BOARD MTG	JAN25 FULL MTG
2/28/2025 SHELLY HARGENS	100.00	JAN 25 BOARD MTG	JAN25 FULL MTG
2/28/2025 MATT HANSEN	100.00	JAN 25 BOARD MTG	JAN25 FULL MTG
2/28/2025 MATT HANSEN	100.00	JAN 25 BOARD MTG	JAN25 FULL MTG
2/28/2025 PATI NOLEN	100.00	JAN 25 BOARD MTG	JAN25 FULL MTG
3/6/2025 SHARPS SOLUTIONS	550.00	38-GAL BIO	SS50052
3/5/2025 EXPRESS	502.20	L.HAWKINS 20.00 HOURS	31985731
3/5/2025 EXPRESS	301.32	L.HAWKINS 12 HOURS	32013205
3/20/2025 ADVANCED CHEMICAL TRANSPORT	886.44	LABOR/MATERIALS	617871
3/21/2025 INTERNATIONAL PLASTICS INC	466.53	ZIPLOCK BAG PRINTED	193246B
3/20/2025 EXPRESS	503.46	L.HAWKINS 20.05 HOURS	32040644
3/20/2025 FOOTHILL FIRE PROTECTION	213.00	24 HOUR MONITORING	12513832
3/20/2025 APEX	119.85	MONTHLY MARCH	TS1363816
3/20/2025 APEX	80.00	OFFSITE SUPPORT	1363846
3/20/2025 APEX	1,646.77	TZ370PROMO 3Y EPSS AND CSE	APXQ32146
3/21/2025 CARREL'S OFFICE	101.15	2/1/25-2/28/25 CHARGES	AR72650
3/20/2025 GREENWASTE	3,874.46	MIXED LOADS	9576

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

BOARD MEETING AGENDA ITEM

Monday, April 07, 2025

4045

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

FISCAL IMPACT:

Yes -	\$		26,585.06
3/21/2025 KRIS DEITERS		100.00	
3/21/2025 JAMES BACQUET		100.00	
3/21/2025 PATI NOLEN		100.00	
3/21/2025 TOM WALKER		100.00	
3/21/2025 SHELLY HARGENS		100.00	
3/21/2025 JR GONZALES		100.00	
3/21/2025 FACILITY MAINTENANCE		24.63	
3/21/2025 OFFICE SUP		16.71	
			\$ 26,585.06

Grand Total

MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
MAR 6,2025 EXECUTIVE MEETING	MAR 25 BOARD MTG
FILTERS	F-2502-00
OFFICE SUP 4RS KIDS EXHIBIT	OFFICE SUP 4RS KIDS EXHIBIT

Respectfully Submitted,

Paul Freund, Acting Agency Manager



Tehama County

Agenda Request Form

File #: 25-0499

Agenda Date: 4/7/2025

Agenda #: 3.

Grant-Funded Warrants, March 2025

Requested Action(s)

Review and approve the Grant-Funded Warrants in the amount of \$10,959.00, as presented.

Financial Impact:

As listed.

Background Information:

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

MEETING AGENDA ITEM

Monday, April 07, 2025

Grant Expense

504

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

FISCAL IMPACT:

Yes - \$ 10,959.00

02/28/25 FARM BUREAU NEWS	55.00	FEB AD	FEB AD
02/28/25 PACIFIC SKY	198.00	WEB PRODUCTS	8307
02/28/25 PACIFIC SKY	720.00	12 MONTH MAINT.	8331
03/06/25 RB CHAMBER OF COMMERCE	1,500.00	ELEVATE & INPIRE SUMMIT	20222201
03/06/25 STATE WATER RESOURCE CONTI	8,431.00	TIER 2 COMPOSTING OPERATION	TIER2
03/20/25 FARM BUREAU NEWS	55.00	MAR AD	MAR AD
Sub Total	\$ 10,959.00		

Sub Total -GRANT HOURS **\$ -**

Respectfully Submitted,



Tehama County

Agenda Request Form

File #: 25-0489

Agenda Date: 4/7/2025

Agenda #: 4.

FY 2024/25 Quarterly Budget Update

Requested Action(s)

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

Financial Impact:

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

Background Information:

Attached is a spreadsheet providing a summary of first quarter revenues and expenditures as of March 24, 2025.

Income

The FY 2024/2025 budget utilizes the following revenue sources and is expected to result in a contingency of \$48,310.32 (5.21%):

- 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. The third quarter interest apportionment has not yet been posted.
- Gate Fees (461001), which are budgeted based on a flat monthly fee of \$70,000 per month for FY 2024/2025, represent eight 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. The second quarter PaintCare reimbursement for our REAP paint reuse program was received in February.
- Miscellaneous Revenue (471120) includes grazing lease fees, and other small amounts of revenue. A new grazing lease began January 6, 2025, resulting in slightly lower revenue for the first year of the lease.
- 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, untimely passing of the Agency Manager, and recruitment of replacement employees.

- 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, setting up new computers, as well as repairs to the Agency’s forklift at the Corning HHW Facility.
- 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, as well as anticipated upgrades to the Corning HHW Facility.
- 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.
- Professional/Special Services (53230) is budgeted for \$83,528.40. 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, Lawrence and Associates assistance with upgrades to the Corning HHW Facility, and janitorial services. Below is an itemized breakout of budgeted expenses:

	FY 24/25	As of 3/24/25
Attorney Fees	\$15,000	\$7,215.90
Accounting Services Agreement	\$10,000	\$4,158.06
Administration Fees	\$23,013	\$17,259.75
Audit	\$15,000	\$0.00
Lawrence & Associates	\$9,000	\$0.00
Miscellaneous	\$2,000	\$311.89
CEQA/Permitting	\$0.00	\$0.00
Janitorial Services	\$6,000	\$3,800.00
Express Employment Services	3,515.40	\$2,312.13
Total	\$83,528.40	\$35,057.73

- Employee Travel/Training (53290) and Transportation (53291) includes typical travel, training, and fuel costs.
- Utilities (53300) reflects anticipated costs for PG&E, Hue & Cry, and fire alarm maintenance, monitoring and testing.
- Hazardous Waste Disposal (558007) is budgeted at \$150,000. Total disposal costs increased January 1, 2025 as part of the new agreement with ACTenviro. Staff have increase this budget category by \$10,000 to reflect the cost increase.

- 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 March 24, 2025, revenues exceed expenditures by \$160,493.21. Income is 76.42% of projected revenue for the year. Expenditures are 62.36% of projected expenditures for the year. The retained earnings balance will be reported once received from the Tehama County Auditor-Controller.

Respectfully submitted,

Paul Freund

FY 2024/2025 Revised Budget					
Tehama County Solid Waste Management Agency					
Fund 220 - 4045	Approved FY 24/25 Revised Budget	Recommended FY 24/25 Revised Budget	Difference	As of 3/24/25	As a Percentage
Income					
440300 - Interest	20,000.00	20,000.00	0.00	105,648.89	528.24%
461001 - Gate Fees	840,000.00	840,000.00	0.00	560,000.00	66.67%
461005 - Hazardous Waste Fees	10,000.00	10,000.00	0.00	8,612.39	86.12%
471120 - Misc. Revenue	1,862.25	1,862.25	0.00	2,516.37	135.13%
461070 - Interfund Revenue	25,000.00	25,000.00	0.00	31,551.88	126.21%
301900 - Fund Balance Available	30,000.00	30,000.00	0.00	0.00	0.00%
Total Income	926,862.25	926,862.25	0.00	708,329.53	76.42%
Expenses					
51010 - Salary & Wages	258,809.83	200,680.25	-58129.58	134098.36	0.00%
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%
51015 - Pay in Lieu/Misc Payouts	15,100.00	15,100.00	0.00	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	12,857.22	48.44%
51021 - OASDI	21,086.28	21,086.28	0.00	11,385.46	53.99%
51030 - Group Insurance	73,404.94	73,404.94	0.00	33,607.02	45.78%
51031 - Unemployment Insurance	544.56	544.56	0.00	300.30	55.15%
51040 - Workers Compensation	18,120.30	18,120.30	0.00	13,467.93	74.33%
51050 - Deferred Comp Match	4,800.00	4,800.00	0.00	1,004.29	20.92%
53120 - Communications	4,895.00	4,895.00	0.00	1,179.67	24.10%
53150 - Insurance	70,000.00	70,000.00	0.00	69,266.31	98.95%
53170 - Maintenance of Equip	10,000.00	16,500.00	6500.00	5,710.07	34.61%
53180 - Maint. Struct-Imprv Grounds	6,000.00	21,000.00	15000.00	2,077.02	9.89%
53200 - Membership & Dues	7,650.00	7,650.00	0.00	7,304.21	95.48%

53210 - Misc Expense	16,000.00	16,000.00	0.00	5,900.00	36.88%
53220 - Office Expense	5,500.00	5,500.00	0.00	2,657.57	48.32%
53230 - Professional/Special Services*	71,528.40	83,528.40	12000.00	35,057.73	41.97%
53240 - Publication/Legal Notices	1,000.00	1,000.00	0.00	50.00	5.00%
53280 - Special Departmental Expense	5,000.00	15,000.00	10000.00	2,799.48	18.66%
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	538.11	26.91%
53300 - Utilities	10,080.00	10,080.00	0.00	5,203.91	51.63%
53800 - Internal Assets	0.00	0.00	0.00	0.00	0.00%
55048 - Taxes and Assessments	1,540.00	1,700.00	160.00	1,635.32	96.20%
558007 - Hazardous Waste Disposal	140,000.00	150,000.00	10000.00	97,299.34	64.87%
558008 - Litter Abatement/Illegal Dumping	38,000.00	38,000.00	0.00	25,787.91	67.86%
57603 - Computers	0.00	8,000.00	8000.00	0.00	0.00%
Total Operating Budget	875,021.51	878,551.93		547,836.32	62.36%
Contingency (Operating Loss)	51,840.74	48,310.32		160,493.21	
Contingeny (based on percent income)	5.59%	5.21%			0



Tehama County

Agenda Request Form

File #: 25-0550

Agenda Date: 4/7/2025

Agenda #: 5.

Agency Manager Employment Agreement

Requested Action(s)

Review and approve the employment agreement between Paul Freund and the Tehama County Solid Waste Management Agency, as presented.

Financial Impact:

Includes 5% annual “step increases” in 2026 and 2027.

Background Information:

The attached proposed employment agreement between the Agency and Paul Freund is for a three-year term expiring April 6, 2028. The benefits and terms of employment are consistent with other County Department Head employment agreements. The salary payable to Mr. Freund, subject to satisfactory job performance, is as follows:

April 7, 2025 through April 6, 2026	\$103,212.00 Annually
April 7, 2026 through April 6, 2027	\$108,373.00 Annually
April 7, 2027 through April 6, 2028	\$113,791.00 Annually

Gabriel Hydrick, Tehama County Chief Administrator, and Tom Wesbrook, Red Bluff City Manager, will conduct an annual performance review of Mr. Freund that will be presented annually to the Agency Board of Directors as part of his annual performance evaluation.

There are major issues on the horizon as the Agency monitors the construction of remaining landfill cells in Phase II, potential construction of a composting facility, monitors Waste Connections permitting of Phase III, and complies with additional statewide diversion mandates.

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY
and
Paul Freund
EMPLOYMENT AGREEMENT
For the position of
Tehama County Solid Waste Management Agency Manager

THIS AGREEMENT, is made and entered into this 7th day of April, 2025 (the “effective date”) by and between the Tehama County Solid Waste Management Agency Board of Directors, hereinafter called “AGENCY” and Paul Freund, hereinafter called “FREUND”, both of whom understand as follows:

WITNESSETH

WHEREAS, AGENCY desires to employ the services of “FREUND” as the Tehama County Solid Waste Management Agency Manager from the effective date hereof until April 6, 2028; and

WHEREAS, it is the desire of the AGENCY to provide certain benefits, to establish certain conditions of employment and to set working conditions for said FREUND; and

WHEREAS, FREUND desires employment in the position described above.

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to FREUND as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of FREUND provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

AGENCY hereby agrees to employ FREUND as the Tehama County Solid Waste Management Agency Manager, to perform the functions and duties as specified in the Tehama County Solid Waste Management Agency Manager classification specification heretofore or hereinafter approved by the Tehama County Solid Waste Management Agency Board of Directors and to perform other legally permissible and proper duties and functions of the Tehama County Solid Waste Management Agency from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. FREUND

shall report for work at his regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

FREUND agrees to remain in the exclusive employ of AGENCY until and further agrees to accept no other employment that may conflict with FREUND'S performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Termination and Severance Pay

The Tehama County Solid Waste Management Agency Manager serves at the will of the AGENCY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the AGENCY to terminate the services of FREUND at any time. If FREUND is terminated by the AGENCY before expiration of the aforesaid term of employment, and if FREUND is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the AGENCY will pay FREUND a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, as set forth in Section 5 below, then no severance payment shall be made.

FREUND shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the Memorandum of Understanding between the County of Tehama and the Tehama County Management Employees' Association (hereinafter the TCMEA) dated July 2, 2023 or any successor agreement (hereinafter the "MOU"). MTO is not considered vested, and FREUND shall receive no compensation for unused MTO.

AGENCY may not terminate FREUND during the 120-day period following a general or special election which places new members on the AGENCY Board of Directors, or following the appointment of a new Board Member, except for "just cause."

Section 4: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of FREUND to resign from his position with COUNTY. If FREUND voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then FREUND shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 5: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), Americans with Disabilities Act of 1990 and any other statute or regulation pertaining to leaves or disability, if FREUND is permanently disabled and cannot be reasonably accommodated or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, AGENCY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the AGENCY Board of Directors due to FREUND'S incapacity, or for any other reason, FREUND shall not receive any salary, stipend or other compensation hereunder once FREUND'S accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as agency service for any purpose under this Agreement and FREUND shall not accrue PTO benefits while on unpaid leave.

Should FREUND fail to return to work within three workdays of the expiration of approved leave, FREUND shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow FREUND an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that FREUND had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if FREUND is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if FREUND is on a leave of absence beyond any accrued leaves, FREUND may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. FREUND may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date FREUND returns to work from the leave of absence in which FREUND completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 6: Salary

For purposes of this agreement, FREUND shall be considered an overtime-exempt employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by FREUND under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, the AGENCY agrees to pay FREUND an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the AGENCY and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

April 07, 2025 through April 06, 2026	\$103,212.00
April 07, 2026 through April 06, 2027	\$108,373.00
April 07, 2027 through April 06, 2028	\$113,791.00

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", FREUND's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this contract, AGENCY'S Board of Directors reserves the right, in its sole discretion, to increase the compensation paid by AGENCY to FREUND during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Directors, consistent with the California Constitution, article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of FREUND, except with the concurrence of FREUND and then only to the degree of such a reduction across-the-board for all employees of the Department in which FREUND is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 7: Safety Shoes

Where AGENCY requires that safety shoes appropriate to the classification be worn by FREUND, the Agency shall reimburse up to a maximum of three hundred dollars (\$300) every two years, upon presentation of proof of purchase or repair by FREUND.

Section 8: Performance Evaluation

- A. The County of Tehama Chief Administrator and Red Bluff City Manager shall review and evaluate the performance of FREUND at least once during the year. Said review and evaluation shall be conducted in a manner consistent with Tehama County Department Head evaluation policies. Said criteria may be added to or deleted from as the AGENCY may from time to time determine, in consultation with FREUND. Further, the County of Tehama Chief Administrator and Red Bluff City Manager shall provide FREUND with a summary written statement of the findings and provide an adequate opportunity for FREUND to discuss his evaluation with the Chief Administrator and Red Bluff City Manager, and as appropriate, the AGENCY Board of Directors.
- B. At the time of evaluation, the AGENCY and FREUND shall define such goals and performance objectives that they determine necessary for the proper operation of the Tehama County Solid Waste Management Agency and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.
- C. In effecting the provisions of this Section, the AGENCY and FREUND mutually agree to abide by the provisions of applicable law.

Section 9: Cellular Telephone Allowance

As FREUND'S duties require the use of a cellular telephone in the course of agency business, AGENCY agrees to provide FREUND a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part

of salary and is therefore not included in California Public Employees' Retirement System calculations for FREUND.

Section 10: Automobile

Should it be required that FREUND use his personal vehicle in the performance of his official duties, it is agreed that FREUND will be reimbursed at the approved County of Tehama reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for FREUND.

Section 11: Personal Time Off (PTO)

FREUND at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to FREUND for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
- b. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
- c. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; 6) A sibling; and 7) A designated person.

In lieu of accruing vacation or sick leave, FREUND shall accrue and have credited to his personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time FREUND has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

FREUND shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Directors may, in its discretion and at FREUND's request, compensate FREUND for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by County of Tehama for members of the TCMEA

Section 12: Management Leave

FREUND shall have five (5) paid management leave days (40 hours) added to his Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages and shall not be considered vested for

any purpose. All MTO shall be used within the fiscal year in which it was granted, or FREUND will lose that MTO.

In the event that, during the term of this Agreement, the County of Tehama and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by the Association, or that such adjustment is otherwise lawfully imposed by Tehama County Board of Supervisors, then the number of MTO hours credited to FREUND hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

FREUND shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if FREUND is in a non-pay status on both workdays immediately adjacent to the holiday, FREUND shall not receive pay for the holiday.

Section 15: Health and Life Insurance

AGENCY agrees to provide comprehensive medical, vision, life and dental insurance for FREUND and his dependents. The method utilized to calculate the portion of the premium, if any, paid by the AGENCY shall be consistent with the method utilized by County of Tehama to calculate the County contribution for employees covered by the MOU, or any successor agreement then in effect.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for FREUND and/or members of his immediate family.

COUNTY will allow FREUND to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 16: Retirement and Deferred Compensation

A. The parties acknowledge and agree that FREUND is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "new employee" for purposes of the California Public Employees' Pension Reform Act of 2013.

B. FREUND shall participate in the CalPERS 2% at 62 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

C. In accordance with Government Code section 7522.30, FREUND shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member

contribution for FREUND hereunder is less than the member contribution for "new employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), FREUND shall pay a portion of the CalPERS employer contribution equal to the difference between FREUND'S required employee contribution hereunder and the member contribution established for "classic" employees represented by the MOU. It is the intent of this Section that FREUND pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "new" employees represented by the TCMEA bargaining unit, whichever is greater. The AGENCY will not pay any portion of this contribution on behalf of FREUND.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

In addition, FREUND may participate in those Section 457 Deferred Compensation Plans the County of Tehama offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, the County of Tehama and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by the County of Tehama, then the matching deposit provided to FREUND hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 17: Professional and Official Travel

A. AGENCY hereby agrees to pay for travel and subsistence expenses of FREUND, in accordance with adopted Tehama County travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of FREUND and to adequately pursue necessary official functions for AGENCY, including conferences specific to the Tehama County Solid Waste Management Agency functions and such other related national, regional, state and local governmental groups and committees thereof which FREUND serves as a member, subject to the AGENCY budget as approved by the AGENCY Board of Directors.

- B. AGENCY also agrees to pay for travel and subsistence expenses of FREUND, in accordance with adopted Tehama County travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the AGENCY, subject to the AGENCY budget as approved by the AGENCY Board of Directors.
- C. If FREUND is assigned to temporary work at such distance from his regular headquarters that it is impractical to return thereto each day, or to his regular place of abode, FREUND will be allowed personal expenses or per diem as established by the Board of Directors.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that FREUND is acting in his official capacity as the Tehama County Solid Waste Management Agency Manager, FREUND shall be considered an AGENCY employee for purposes of indemnity and the AGENCY shall defend, save harmless, and indemnify FREUND against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of FREUND'S duties as Tehama County Solid Waste Management Agency Manager.

Section 20: Bonding

AGENCY shall bear the full cost of any fidelity or other bonds required of FREUND under any law or ordinance.

Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 1) AGENCY: City Manager, City of Red Bluff, 555 Washington Street, Red Bluff, CA 96080 AND Chief Administrator, County of Tehama, 727 Oak Street, Red Bluff, CA 96080
- 2) FREUND: Paul Freund, at the permanent address on record with the Tehama County Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.

- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of FREUND.
- C. This agreement shall become effective commencing April 7, 2025.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This agreement shall be binding on Tehama County Solid Waste Management Agency as it presently exists or may hereinafter be reconstituted or as to any successor entity.

IN WITNESS WHEREOF, the Tehama County Solid Waste Management Agency Board of Directors has caused this agreement to be signed and executed in its behalf by its Chairperson and FREUND has signed and executed this agreement, both in duplicate, the day and year first above written.

Date: _____

 Kris Deiters, Chair, Tehama County Solid Waste
 Management Agency Board of Directors

Date: _____

 Paul Freund

Approved as to form:

 Collin Bogener, Agency Counsel



Tehama County

Agenda Request Form

File #: 25-0566

Agenda Date: 4/7/2025

Agenda #: 6.

SB 1383 Regulation Review and Update

Requested Action(s)

This item is for informational purposes, no action is required.

Financial Impact:

None.

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 meeting.

- The Agency provided organic waste and recycling receptacles, as well as 25 kitchen food scrap pails, to Bend Elementary School for their cafeteria waste sorting project on December 3rd. Staff are working with CalFresh Healthy Living to coordinate a presentation on composting to the combined 7th/8th grade class before the end of the school year.
- Agency staff attended Tehama Together's Food Share meeting on January 9 hosted by High Point Assembly Food Pantry. Staff provided an update on the Agency, reminded food pantries of the reporting requirements in SB 1383, and updated them on the grant's equipment purchase progress.
- Assembly Bill 2902 (Wood) passed out of the Senate on August 27, 2024, and was signed by the Governor on September 6, 2024. Key highlights of the bill include the following:
 - Extends the rural jurisdiction exemption until January 1, 2037, or until the County reaches a population of 70,000.
 - Requires CalRecycle to adopt regulations to establish a process to renew the exemption after that date for periods of up to 5 years, if the County has not reached a population of 70,000.
 - Excludes residents included in CalRecycle-issued low population or elevation waivers from the population in determining a local jurisdiction's organic waste procurement target.
 - Exempts bear bins from the collection bin lid color requirements.

- Requires CalRecycle to evaluate ways to incentivize carbon farming and require CalRecycle to evaluate ways to maximize local benefits of edible food recovery programs and explore where recovered food may be suitable for animal feed operations.
- The bill will require compliance reviews once every 4 years instead of the current 2-year cycle.
- Agency staff attended the RCRC ESJPA with Tehama County's delegate, Vice Chair Tom Walker, on March 27 and learned of new bills currently in the State legislature relating to organics. One bill, AB 1046 (Bains), would exempt food processing facilities that do not "divert" organic waste to landfills from CalRecycle's edible food generator regulations. If passed, this would eliminate eight of the twenty Tier 1 Commercial Edible Food Generators from the Agency's requirement to inspect for the edible food donation requirements in SB 1383. Staff will continue monitoring the status of this bill and provide updates to the Board, as necessary.



Tehama County

Agenda Request Form

File #: 25-0551

Agenda Date: 4/7/2025

Agenda #: 7.

Fiscal Year 2025/2026 Preliminary Budget

Requested Action(s)

Review and approve either option 1 of the preliminary FY 2025/2026 Budget with funding the Organic Materials Program Coordinator or option 2 without funding the Organic Materials Program Coordinator, as presented.

Financial Impact:

As listed.

Background Information:

Attached are two options for the recommended preliminary budget for fiscal year 2025/2026.

Below is a description of major revenues and expenses for each option:

Income

The proposed FY 2025/2026 budget with funding for the Organic Materials Program Coordinator (OMPC), and without funding the position, utilizes the following revenue sources and would result in a contingency of \$31,778.83 (3.44%) or \$33,985.48 (4.07%), respectively:

- Interest (440300) income is relative to federal interest rates. The Agency follows the guidance provided by the Tehama County Auditor-Controller for the purposes of budgeting interest income. The recommended interest rate has not yet been released, so the preliminary budget is based upon a 2% interest rate. This will be amended at the time the Board approves the final budget.
- Gate Fees w/ OMPC (461001) have been budgeted based on a flat fee. Despite the fact that expenses are projected to increase over FY 2024/2025 due to changes listed in this narrative, staff is not recommending an increase in the monthly fee of \$70,000 due to the increase in the tipping fee as a result of the new operations contract. FY 2024/2025 resulted in a revenue surplus due to the Recycling Program Analyst position vacant for four months and the very sad unexpected death of the Agency Manager. Staff is proposing to use a small portion of the surplus to mitigate further tipping fee increases at this time. The Agency has a healthy retained earnings balance. Most increases listed in the proposed budget are outside of the Agency's control, with very few exceptions.
- Gate Fees w/o OMPC (461001) have been budgeted based on a flat fee. Not funding the OMPC position will decrease salary expenses projected over FY 2024/2025 by \$79,686.55, as such staff is recommending a decrease in the monthly fee of \$70,000 to \$65,000.
- Hazardous Waste Fees (461005) includes PaintCare reimbursements for managing paint reuse and reimbursement for home-generated sharps disposal. A small amount of revenue is also attributed to household hazardous waste business fees.

- Miscellaneous Revenue (471120) generally includes grazing lease fees, and other small amounts of revenue.
- Interfund Revenue (461070) is reimbursed salary/wages for direct labor on grant-related work.

Expenses

Expenses would increase \$17,833.66 over the previous fiscal year with funding the OMPC position, or decrease \$74,372.99 over the previous fiscal year without funding it, as described below.

- Salary/Wages (510100), Overtime (510120), PERS (510200), OASDI (510210), Group Insurance (510300), and Unemployment Insurance (510310) take into consideration normal step increases at anniversary dates, the current employer PERS contribution rate. The Agency no longer funds a second Recycling Program Analyst I/II. This position will be removed when the Agency transitions to an internal staffing structure. If the option to remove funding for the OMPC is approved, it will also be removed when the Agency transitions to an internal staffing structure.
- Pay in Lieu/Misc Payouts (51015) - Of current Agency staff, one staff member elected to receive payment for accrued vacation or Personal Time Off. This would remain the same for both options.
- PERS Unfunded Liability and ADP Misc PERS Unfunded are the Agency's portion of the PERS unfunded liability, currently at \$48,469.14 for FY 2025/26, and an additional discretionary payment to pay down the unfunded PERS loan balance faster. There will be some fluctuation in the Agency's annual payment as it is based upon the prior year's actual PERS payroll. This would remain the same for both options.
- Workers Compensation (510400) rates are expected to increase; however, the actual rate was unknown at the time this agenda item was prepared. As such, staff assumed a 10% increase over FY 2024/2025. This would remain the same for both options.
- Property, Crime, Liability, and Pollution Insurance (531500) includes an anticipated 10% increase in property liability premium over FY 2024/2025. A more accurate figure will be available in June. This would remain the same for both options.
- Maintenance of Equipment (53170) includes typical maintenance of equipment. This would remain the same for both options.
- 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. This would remain the same for both options.
- Membership and Dues (53200) includes membership to the Rural Counties' Environmental Services Joint Powers Authority, Solid Waste Association of North America, California Association of Recycling Market Development Zones and California Product Stewardship Council. This would

remain the same for both options.

- Misc Expense (53210) is budgeted at \$16,000. This expense account is utilized for Board per diem compensation for meeting attendance. This would remain the same for both options.

- Office Expense includes typical office supplies and a monthly lease payment for a multifunction copier. This would remain the same for both options.

- Professional/Special Services (53230) is proposed to be budgeted for \$73,246. Expenses to be funded through current year franchise fees include attorney fees, independent audit costs, use of personnel at the Tehama County Auditor-Controller’s office for various accounting services, and an administrative fee pursuant to the agreement between the Agency and the County. The administrative fee between the Agency and the County is expected to increase slightly in FY 2025/2026. The independent audit budget has been increased to reflect the anticipated increase in cost to hire a new independent auditor. Below is an itemized breakout of budgeted expenses:

	FY 24/25	FY 25/26
Attorney Fees	\$15,000	\$15,000
Accounting Services Agreement	\$10,000	\$10,000
Administration Fees	\$23,013	\$24,246
Audit	\$11,000	\$15,000
Lawrence & Associates	\$1,000	\$1,000
Miscellaneous	\$2,000	\$2,000
Janitorial Services	\$6,000	\$6,000
Total	\$68,013	\$73,246

- Special Departmental Expense has been increased to finish transitioning the 4Rs Kids Exhibit from the bus to the trailer. This would remain the same for both options.

- Employee Travel/Training and Transportation (53290 and 53291) is expected to remain the same for FY 2024/25 and includes typical travel, training, and fuel costs. This would remain the same for both options.

- Utilities (53300) reflects anticipated costs for PG&E, Hue & Cry, and fire alarm maintenance, monitoring and testing. This would remain the same for both options.

- Hazardous Waste Disposal (558007) is proposed to be budgeted at \$160,000. This was increased to reflect the new rates under the current agreement for services that expires December 31st, 2027.

- Litter Abatement/Illegal Dumping funds illegal dumping on roads outside of Baker and Plymire and also supports AB 109 illegal dumping clean-up costs in the community. Pursuant to the Agency’s policy, \$12,000 is allocated to PATH and the remainder is available to fund waste disposal resulting from cleanups on public land. This would remain the same for both options.

Impact of the Proposed Changes on the Tipping Fee

Per Section 6.B.1 of the Landfill and MRF Operations Agreement, if the cost to operate the Agency is

more or less than the fee paid to the Agency on an annual basis, the Agency reserves the right to raise or lower the fee as necessary, and will notify Waste Connections by April 15th of each year. As stated above, the Agency has an unrestricted retained earnings balance that would allow for the Agency to operate without any revenue for more than one fiscal year. As such, in an effort to lessen the effect of the new operations contract on the public, staff is proposing one option that would include a portion of FY 2024/2025's revenue surplus as a FY 2025/2026 revenue source, or the option to eliminate funding for the Organic Materials Program Coordinator, rather than increase the tipping fee. As a reminder, the JPA Fee is only a small portion of the tipping fee. Other impacts to the tipping fee include annual CPI adjustments, the contractor's cost to comply with changes in law, the new agreement incentivizing diversion by the contractor, the closure/post-closure trust fund fee, and the cell liner trust fund fee.

FY 2025/2026 Preliminary Budget					
Tehama County Solid Waste Management Agency					
Fund 220 - 4045	Preliminary FY 25/26 Budget w/ OMPC	Preliminary FY 25/26 Budget w/o OMPC	Approved FY 24/25 Revised Budget	Difference w/ OMPC	Difference w/o OMPC
Income					
440300 - Interest	20,000.00	20,000.00	20,000.00	0.00	0.00
461001 - Gate Fees	840,000.00	780,000.00	840,000.00	0.00	-60000.00
461005 - Hazardous Waste Fees	7,400.00	7,400.00	10,000.00	-2600.00	-2600.00
471120 - Misc. Revenue	2,234.00	2,234.00	1,862.25	371.75	371.75
461070 - Interfund Revenue	25,000.00	25,000.00	25,000.00	0.00	0.00
301900 - Fund Balance Available	30,000.00	0.00	30,000.00	0.00	-30000.00
Total Income	924,634.00	834,634.00	926,862.25	-2228.25	-92228.25
				0.00	
Expenses				0.00	
51010 - Salary & Wages	256,142.56	179,123.28	258,809.83	-2667.27	-79686.55
51011 - Extra Help	0.00	0.00	0.00	0.00	0.00
51012 - Overtime Compensation	500.00	500.00	500.00	0.00	0.00
51015 - Pay in Lieu/Misc Payouts	1,022.20	1,022.20	15,100.00	-14077.80	-14077.80
51022 - PERS Unfunded Liability	48,469.14	48,469.14	49,197.40	-728.26	-728.26
51024 - ADP Misc PERS Unfunded	14,245.07	14,245.07	14,720.02	-474.95	-474.95
51020 - PERS Retirement	24,996.41	17,510.14	26,544.78	-1548.37	-9034.64
51021 - OASDI	19,968.39	14,021.34	21,086.28	-1117.89	-7064.94
51030 - Group Insurance	76,592.74	76,592.74	73,404.94	3187.80	3187.80
51031 - Unemployment Insurance	515.33	361.29	544.56	-29.23	-183.27
51040 - Workers Compensation	19,932.33	19,932.33	18,120.30	1812.03	1812.03
51050 - Deferred Comp Match	4,800.00	3,200.00	4,800.00	0.00	-1600.00
53120 - Communications	4,895.00	4,895.00	4,895.00	0.00	0.00
53150 - Insurance	77,000.00	77,000.00	70,000.00	7000.00	7000.00
53170 - Maintenance of Equip	10,000.00	10,000.00	10,000.00	0.00	0.00
53180 - Maint. Struct-Imprv Grounds	6,000.00	6,000.00	6,000.00	0.00	0.00
53200 - Membership & Dues	7,650.00	7,650.00	7,650.00	0.00	0.00
53210 - Misc Expense	16,000.00	16,000.00	16,000.00	0.00	0.00
53220 - Office Expense	5,000.00	5,000.00	5,500.00	-500.00	-500.00

53230 - Professional/Special Services*	73,246.00	73,246.00	71,528.40	1717.60	1717.60
53240 - Publication/Legal Notices	1,000.00	1,000.00	1,000.00	0.00	0.00
53280 - Special Departmental Expense	10,000.00	10,000.00	5,000.00	5000.00	5000.00
53290 - Employee Travel/Training Expense	3,000.00	3,000.00	3,000.00	0.00	0.00
53291 - Transportation	2,000.00	2,000.00	2,000.00	0.00	0.00
53300 - Utilities	10,080.00	10,080.00	10,080.00	0.00	0.00
53800 - Internal Assets	0	0	0.00	0.00	0.00
55048 - Taxes and Assessments	1,800.00	1,800.00	1,540.00	260.00	260.00
558007 - Hazardous Waste Disposal	160,000.00	160,000.00	140,000.00	20000.00	20000.00
558008 - Litter Abatement/Illegal Dumping	38,000.00	38,000.00	38,000.00	0.00	0.00
Total Operating Budget	892,855.17	800,648.52	875,021.51	17833.66	-74372.99
Contingency (Operating Loss)	31,778.83	33,985.48	51,840.74		
Contingeny (based on percent income)	3.44%	4.07%	5.59%		



Tehama County

Agenda Request Form

File #: 25-0535

Agenda Date: 4/7/2025

Agenda #: 8.

Independent Audit Services

Requested Action(s)

Request authorization to issue a request for proposals for audit services for the annual financial statements of the Tehama County Solid Waste Management Agency for three fiscal years ending June 30, 2024 through June 30, 2026 with the bid opening to be held at 4:30PM on April 21, 2025 at the Tehama County Solid Waste Management Agency administrative office located at 20000 Plymire Road, Red Bluff, CA 96080.

Financial Impact:

Previous Audits averaged \$10,000 per fiscal year.

Background Information:

Donald R. Reynolds has provided independent audit services to the Agency for eleven fiscal years, beginning with FY 2011/12. In 2023, the Board directed staff to extend the contract with Donald R. Reynolds for independent auditing services for an additional three years. The current agreement for auditing services was set to expire after the FY 2024/2025 audit. Unfortunately, Donald Reynolds has given the Agency notice of his retirement and can no longer provide audit services for FY 2023/24 and FY 2024/25.

The Agency will need to release an RFP for independent audit services for FY 2024, FY 2025 and FY 2026. Included in your agenda packet is the Request for Proposals for Audit Services of the Annual Financial Statements of the Agency and a sample contract. The tentative timeline is below:

4/7/25	Agency releases Request for Proposals
4/21/25	Independent auditor's proposals due to Agency
4/28/25	Evaluation of proposals
5/5/25	Interview top proposal candidates
5/9/25	Selection of independent auditor
5/19/25	Agency and independent auditor complete terms of agreement
6/2/25	Agreement presented to Agency Board of Directors

The agreement shall be effective upon approval by the Agency Board.

**TEHAMA COUNTY
SOLID WASTE MANAGEMENT AGENCY**

**SOLID WASTE
MANAGEMENT
AGENCY**



**REQUEST FOR PROPOSALS (RFP)
AUDIT SERVICES FOR THE ANNUAL FINANCIAL STATEMENTS
OF THE TEHAMA COUNTY
SOLID WASTE MANAGEMENT AGENCY**

**Proposals to be submitted to:
Paul Freund, Acting Agency Manager
Tehama County Solid Waste Management Agency
20000 Plymire Road
Red Bluff, CA 96080**

**Submission of Proposals:
PROPOSALS SHALL BE RECEIVED BY
4:30 PM PST Monday, April 21, 2025**

REQUEST FOR PROPOSAL
AUDIT SERVICES FOR THE ANNUAL FINANCIAL STATEMENTS OF THE
TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

Introduction

Pursuant to this Request for Proposal, the JPA II is requesting individual proposals from qualified firms of certified public accountants to audit its financial records for up to three fiscal years ending June 30, 2024, through June 30, 2026, with an option by JPA II to extend the contract for one or two additional years.

The complete scope of work is expressed within this document. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by JPA II. The proposing person/entity consents to personal jurisdiction and venue in a state court of competent jurisdiction in Tehama County, California. There is no expressed or implied obligation for JPA II to reimburse firms for expenses incurred in preparing proposals in response to this request.

Questions or requests for additional information may be directed to Paul Freund, Acting Agency Manager, at (530) 528-1103 or Krista Peterson, Auditor-Controller, at (530) 527-3474.

Proposals must be received by 4:30 p.m. on Monday, April 21, 2025.

General Information

The Tehama County Solid Waste Management Agency is a joint powers authority (JPA II) comprised of the County of Tehama, and the cities of Red Bluff, Corning and Tehama. The governing body is a thirteen member Board of Directors, which represents all five Tehama County Board of Supervisors, all five Red Bluff City Council members, one Tehama City Council member, one Corning City Council member, and one appointed at-large director. An Agency Manager is appointed by, and reports to, the thirteen member Board of Directors. JPA II is managed by Paul Freund who reports to the Agency Board of Directors.

The mission of JPA II is to protect public health and the environment in the County of Tehama through integrated, cost effective, and environmentally sound solid waste management. The Agency strives to conserve natural resources, sustain the environment, and reduce solid waste being landfilled through innovative leadership and effective grant and outreach programs that foster a sense of responsibility and inspire action by Tehama County Residents.

JPA II currently oversees the Landfill Operations Agreement with Waste Connections, Inc. (dba GreenWaste of Tehama) to operate the Tehama County/Red Bluff Landfill and the facilities on site, such as the Material Recovery Facility. JPA II is also responsible for

ensuring Waste Connections Inc. maintains permits and complies with appropriate rules and regulations, and conducts appropriate environmental monitoring at the Landfill. Additionally, JPA II is responsible for closure, post-closure, and corrective action for both phases of the Tehama County/Red Bluff Landfill. A four million (\$4,000,000) dollar trust fund is managed by JPA II to pay for costs associated with closure, post-closure maintenance, and corrective action activities. JPA II also oversees requirements of California Assembly Bill 939, which requires cities and counties to divert 50% of its waste stream. JPA II also applies for and manages grants on behalf of its member jurisdictions, including recent grants for used oil, household hazardous waste, waste tires, illegal dumping, organics management, and beverage container recycling.

JPA II contracts with the County of Tehama to provide administrative and accounting services for the agency. The County of Tehama provides payroll, purchasing, warrant preparation, accrual accounting, budget update preparation, grant spending updates and liaison with the JPA II independent auditors. JPA II accounting records and financial statements are maintained by the office of the Tehama County Auditor-Controller.

JPA II's fiscal year is July 1st through June 30th.

In fiscal year 2024/2025, JPA II has a budget of \$875,021.51. In FY 2024/2025, JPA II has \$258,809.83 budgeted for payroll for three full-time equivalent positions.

JPA II's annual budgets and the Audit Reports are available upon request.

The fund accounting system is CentralSquare Technologies Finance Pro.

Scope of Work

The independent auditor must obtain an understanding of internal control over the financial reporting and compliance, sufficient to express an opinion on the financial statements, and determine whether JPA II has complied with laws, regulations, and provisions of contract and grant agreements.

A. JPA II's Basic Financial Statements

The purpose of the financial statements for JPA II is to provide both long-term and short-term information about the Agency's overall financial status. The financial statements are also to include notes that explain some of the information in the financial statements and provide more detailed data.

The annual report for JPA II shall consist of three parts: management's discussion and analysis, the financial statements and the notes to the financial statements.

As part of the audit, the independent auditor will prepare financial statements for JPA II in conformity with accounting principles generally accepted in the United States of America (GAAP), the standards applicable to financial audits contained in Government

Accounting Standards, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Requirements for California Special Districts. The independent auditor shall determine whether the statements of JPA II present fairly in accordance with generally accepted accounting principles.

JPA II activities are accounted for as an enterprise fund (a business-type activity). The Agency's financial statements are to be prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the Statement of Revenues, Expenses, and Changes in Net Assets. All assets and liabilities associated with the operation of the Agency shall be included in the Statement of Net Assets.

The Statement of Net Assets shall present the financial position of the Agency on a full accrual historical basis and provides information about the nature and amount of resources and obligations at year-end.

JPA II will review a draft and approve the financial statements at least 14 days prior to their issuance.

The independent auditor shall have access to and will be permitted to use figures, tabulations, statistical schedules and other data prepared by the County Auditor-Controller's Office or Tehama County Solid Waste Management Agency, but neither the County Auditor-Controller and/or Agency Manager nor any member of his/her staff shall be employed by the independent auditor in connection with the audit, nor will they perform any service other than the performance of their regular duties.

The independent auditor shall hold their findings and reports, and any information whatsoever received from the County or the Tehama County Solid Waste Management Agency, as confidential, and shall provide such findings and reports only to the JPA II Board of Directors, Auditor-Controller, and the Agency Manager, unless otherwise required by law.

With the exception of the FY 2024 audit, year-end fieldwork should begin in December of each year. The Agency Manager will expect a listing of requested information needed for the audit at the preplanning conference, periodic conferences or conference calls during the conduct of the audit, as well as an exit conference/conference call prior to the completion of the fieldwork. The independent audit for FY 2024 shall be complete by June 30, 2025. The independent audits for FY 2025 and FY 2026 shall be complete by February 28, of the year following the fiscal year being audited. The independent auditor will supply JPA II with as many copies of the audit reports as may be required, and shall submit required audits to the California State Controller's Office and grantors, as requested. An electronic version of all final reports will be made available to JPA II no later than June 30, 2025 for FY 2024 and February 28th of each year for FY 2025 and FY 2026.

The working papers shall be retained and made available upon request for no less than three years from the date of the audit report.

Since JPA II may suffer damage caused by diminishment of JPA II's financial rating and potential ineligibility to receive State and Federal funding for JPA II's programs should the independent auditor fail to timely and successfully complete the Scope of Work, the independent auditor will be liable for and pay the JPA II the sum of \$100.00 (one hundred dollars) as liquidated damages for each and every calendar day beyond June 30, 2025 for FY 2024 and February 28th for FY 2025 and FY 2026 audits, until the services are successfully completed, unless the independent auditor's performance is delayed by impossibility of performance or material breach of the JPA II's obligations.

Agreement

The selected independent auditor will be required to enter into an agreement with JPA II similar in form as the attached "Standard Form of Agreement." Up to a three-year agreement is contemplated for preparation of the annual fiscal and compliance audits for fiscal years 2023/2024, 2024/2025, 2025/2026. The agreement shall be subject to the satisfactory negotiation of terms, approval of the JPA II Board of Directors and the annual availability of an appropriation.

As set forth in the Standard Form of Agreement, the selected independent auditor will be required to provide JPA II a certificate of insurance as evidence of insurance protection. Independent auditor shall also provide and maintain through the term of any agreement an errors and omissions liability policy (also known as professional liability). The Standard Form of Agreement requires single limits of liability not less than \$2,000,000 per claim and \$2,000,000 aggregate. JPA II reserves the right to increase the limits of insurance, but shall not exceed \$2 million per claim and \$5 million aggregate. The size of the accounting firm will be taken into consideration for purposes of setting the aggregate limit.

Non-Assignment of Agreement: Independent auditor may not assign, transfer, delegate or sublet any interest without the prior written consent of JPA II.

Tentative Timeline

4/7/25	Agency releases Request for Proposals
4/21/25	Independent auditor's proposals due to Agency
4/28/25	Evaluation of proposals
5/5/25	Interview top proposal candidates
5/9/25	Selection of independent auditor
5/19/25	Agency and independent auditor complete terms of agreement
6/2/25	Agreement presented to Agency Board of Directors
	<i>Agreement shall be effective upon approval by the Agency Board</i>

Withdrawal and Rejection

Proposals may be withdrawn by submitting a written request for withdrawal signed by the authorized agent, and received at the address above prior to the deadline of April 21, 2025.

The JPA II reserves the right to reject any or all proposals, to waive informalities and minor irregularities in the proposals received, to negotiate individually with finalists, and to accept other than the lowest proposal.

Content of Proposal

The following information must be included in each proposal package:

- A. State general methodology and describe resources to be used in accomplishing each major task as set forth in the Scope of Work above. This proposal should demonstrate a clear understanding of the nature of work to be performed under the agreement and its relation to JPA II's needs. Each major task area should be addressed separately.
- B. A statement of your firm's background and experience in providing auditing and management consultant services to California counties and/or special districts, and provide names, addresses, and telephone numbers of five current and prior governmental audit clients who may be contacted for a reference. Indicate the types of services performed and the number of years served for each reference.
- C. Identify all litigation, by case name and number, brought against your firm, as a named party, within the last five calendar years.
- D. A declaration of your firm's ability and willingness to commit and maintain staffing, both number and level, to successfully complete a commitment of this size and detail.
- E. Names and titles of key individuals to be assigned to the audit along with a statement of qualifications of the key individuals including their experience in auditing of California special districts, auditing in general, and any specialized expertise such individuals might have which is applicable to this engagement.
- F. A statement of your estimated time and proposed cost schedule presented in a format similar to the following for EACH fiscal year separately:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Estimated Hrs</u>
Auditor, Partners, Managers	_____	_____
Supervisors	_____	_____

Senior Accountants	_____	_____
Semi-Senior/Junior Accountants	_____	_____
Clerical and Report	_____	_____
<u>Cost Schedule</u>		
1. Basic Financial Statement	_____	
2. Schedule of Expenditures of State Awards	_____	
 Total Proposed Cost for FY ending:	_____	

All phases of the audit services must be included in the proposal; JPA II finds it desirable to retain one auditor to satisfy JPA II’s needs.

G. The proposal must be signed by the authorized employee or agent in order to be considered.

Evaluation Criteria

Evaluation Criteria will consist of the following:

1. 0 to 40 Points- Qualifications and governmental experience and training of staff to be assigned to audit. Education, position in firm, training in governmental accounting and auditing subjects, and years and types of related experience will be considered.
2. 0 to 20 Points- Prior auditing experience of organizations of similar size and scope.
3. 0 to 15 Points- Auditor's understanding of the work to be performed.
4. 0 to 25 Points- Fee Estimate.

Please keep in mind that cost, while an important factor, will not be the sole determining factor. Unusually low fee proposals that are obviously out of line with other proposals or are significantly lower than our current fees will raise concern. The lowest fee proposed for services to be rendered will not automatically be awarded preferential consideration.

Submission of Proposal

One original and two copies of the proposal must be placed in a sealed envelope and plainly marked: PROPOSAL FOR JPA II AUDIT SERVICES.

Proposals may be mailed:

Tehama County Solid Waste
Management Agency
20000 Plymire Rd.
Red Bluff, CA 96080
ATTN: Paul Freund

Proposals must be received **no later than Monday, April 21, 2025 at 4:30 p.m.**

1
**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY, a joint powers agency created and existing as a public entity under the laws of the State of California ("the Agency"), and

LEGAL NAME (the "Contractor")

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

OPERATIVE PROVISIONS

1. SERVICES.

The Contractor shall provide those audit services described in Attachment "A", Provision A-1. Contractor shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date:

Termination Date:

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Agency Manager is the designated representative of the Agency and will administer this Agreement for the Agency. LEGAL NAME is the authorized representative for Contractor. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice

9. AGREEMENT DATE. The Agreement Date is DATE.

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

"AGENCY"

"CONTRACTOR"

By _____
Kris Deiters, Chair

LEGAL NAME

Date: _____

Date: _____

ATTEST:

3
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by Contractor and the scope of Contractor's duties include the following:

Audit services for the annual financial statements of the TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY, as more generally described in the Proposal to Provide Independent Auditing Services attached hereto as Exhibit "1".

A.2. TIME SERVICES RENDERED.

Work will begin by **DATE**. Thereafter, Contractor shall perform services in a diligently and timely manner. The independent audit for FY 2024 shall be complete by June 30, 2025. The independent audits for FY 2025 and FY 2026 shall be complete by February 28, of the year following the fiscal year being audited.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, Contractor shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. Agency shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY AGENCY

Copies of existing records and supporting documentation as necessary to perform all work.

4
ATTACHMENT A - Page 1 of 1
ATTACHMENT B

PAYMENT

Agency shall pay Contractor as follows:

B.1 BASE CONTRACT FEE. Agency shall pay Contractor a contract fee not to exceed the amounts shown, as follows:

	2024	2025	2026
All inclusive maximum fee for the audit of the general purpose financial statements, including applicable Yellow Book procedures and preparation of all required reports			

Fees will be charged and payable at the following rates:

	2024	2025	2026
Proprietor, Audit Manager			
Supervisors			
Senior Staff Accountant			
Junior Staff Accountant;			
Clerical			

Contractor shall submit requests for payment (“Invoice”) on a monthly basis, invoicing for all work completed and delivered to the Auditor prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice approved by Agency. Payment shall be made within 30 days after the invoice is submitted to and accepted by the Agency. In no event shall total compensation paid to Contractor under this Agreement exceed the amount stated.

ATTACHMENT C
ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, Contractor shall be an independent Contractor and Contractor and each and every employee, agent, servant, partner, and shareholder of Contractor (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of Agency. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent Contractor, the following shall apply:

D.1.1 Contractor shall determine the method, details and means of performing the services to be provided by Contractor as described in this Agreement.

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

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

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

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

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

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

D.1.8 The Contractor is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Contractor and not as an employee of Agency.

D.1.9 Contractor shall not have the Agency, express or implied, to act on behalf of, bind or obligate the Agency in any way without the written consent of the Agency.

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

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

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

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, Contractor shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to Agency, naming the Agency and Agency's officers, employees, agents and independent Contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

X **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Two Million Dollars (\$2,000,000) aggregate; Contractor shall insure both Agency and Contractor against any liability arising under or related to this Agreement.

X **D.5.1.2** During the term of this Agreement, Contractor shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident and Two Million Dollars (\$2,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

X **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

X **D.5.1.4** Workers' Compensation Insurance coverage for all Contractor employees

and other persons for whom Contractor is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the Contractor hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to Agency.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to Agency at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the Agency and the Agency, as a condition of its approval, may require such proof of the adequacy of Contractor's financial resources as it may see fit.

D.5.6 Prior to Contractor rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Contractor shall deliver a certificate of insurance describing the insurance coverages and endorsements to the Agency.

D.5.7 Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance to Agency as previously described. If Contractor shall fail to procure and maintain said insurance, Agency may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to Agency upon demand. The policies of insurance provided herein which are to be provided by Contractor shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Contractor will deliver to Agency a renewal or new policy to take the place of the policy expiring.

D.5.8 Agency shall have the right to request such further coverages and/or endorsements on the insurance as Agency deems necessary, at Contractor's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to Agency in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Contractor, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, Contractor shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. Contractor shall defend, indemnify, and hold harmless Agency, its

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

D.7 CONTRACTOR NOT AGENT. Except as Agency may specify in writing, Contractor shall have no Agency, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no Agency, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. Contractor may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving written notice from Agency of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to Agency pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.

D.11 POSSESSORY INTEREST. 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 Agency with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the Agency. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the Agency Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. Contractor hereby grants to the Agency the Agency to deduct from any payments to Contractor any Agency imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to Contractor.

D.13 TERMINATION. Agency shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event Agency gives notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 Contractor shall deliver to Agency copies of all writings prepared by it

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

D.13.1.2 In the event that Agency terminates this Agreement Agency shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by Agency as work accomplished to date. Further provided, however, Agency shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to Agency such financial information as in the judgment of the Agency is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of the Agency shall be final. The foregoing is cumulative and does not affect any right or remedy which Agency may have in law or equity.

D.13.2 Contractor may terminate its services under this Agreement upon thirty (30) working days written notice to the Agency, without liability for damages, if Contractor is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by Agency, provided that Contractor has first provided Agency with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the Agency may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of Agency, and Contractor agrees to deliver reproducible copies of such documents to Agency on completion of the services hereunder. The Agency agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that

this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 MINOR AUDITOR REVISION. In the event the Tehama County Auditor's office on behalf of the Tehama County Solid Waste Management Agency finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the Agency or the Contractor disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.19 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.23 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.27 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tehama, State of California.

D.28 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.29 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by Agency and shall apply to any claim against Agency arising out of any acts or conduct under the terms and conditions of this Agreement.

D.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.31 AGENCY. All parties to this Agreement warrant and represent that they have the power and Agency to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.32 CORPORATE AGENCY. If Contractor is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Contractor is a corporation, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to Agency a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.33 CONFLICT OF INTEREST.

D.33.1 LEGAL COMPLIANCE. Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair

Political Practices Commission.

D.33.2 ADVISEMENT. Contractor agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the designated representative and provide all information needed for resolution of the question.

D.33.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, Contractor is admonished hereby as follows:

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

D.34 NONDISCRIMINATION. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the Agency or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Contractor shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. Contractor shall give written notice of its obligations under this clause to any labor agreement. Contractor shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.35 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.36 TAXPAYER I.D. NUMBER. The Agency shall not disburse any payments to Contractor pursuant to this Agreement until Contractor supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Contractor's signature on page 2 of this Agreement).

D.37 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "Agency":

Agency Manager
Tehama County Solid Waste Management Agency
20000 Plymire Rd.
Red Bluff, CA 96080

If to "Contractor":

LEGAL NAME
ADDRESS
CITY, STATE ZIP

PHONE
Email: **EMAIL**



Tehama County

Agenda Request Form

File #: 25-0564

Agenda Date: 4/7/2025

Agenda #: 9.

Agency Purchasing Policy

Requested Action(s)

Approve Resolution No. 04.07.2025.1 adopting the California Uniform Public Construction Cost Accounting Act and a Purchasing Policy, as presented.

Financial Impact:

None.

Background Information:

It was discovered in December 2023 that the Agency Manager's purchasing authority is not clearly defined. Agency staff worked with Agency Counsel, Collin Bogener, and Tehama County Purchasing's Senior Buyer, Debbie Schmidt, to create the Agency's policy using Tehama County Code and neighboring Joint Powers Authority's policies.

The policy establishes the purchasing agent of the Agency as the Agency Manager and authorizes them to make purchases of equipment, supplies or materials, approve expenditures for utility services and repairs, and approve contracts that will not exceed fifty thousand dollars (\$50,000). This policy creates a preference for local businesses that meet the established criteria and includes competitive bidding requirements.

Staff presented the draft policy to the Executive Committee on March 6 for their review and comments or changes to the policy. The Executive Committee did not request any changes to the attached policy. The final policy was initially going to be brought to the June meeting; however, staff have realized that approving this policy sooner would be in the best interest of the public and the Agency.

RESOLUTION 04.07.2025.1

**A RESOLUTION OF TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY
ADOPTING THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING ACT AND A PURCHASING POLICY.**

WHEREAS, California Government Code section 54202 requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies, materials and equipment and that said purchases shall be in accordance with said duly adopted policies and procedures; and

WHEREAS, California Government Code section 54204 requires that if a local agency other than a city or county creates a purchasing policy, it must be pursuant to a written rule or regulation, copies of which shall be available for public distribution; and

WHEREAS, Staff and the Board of Directors for the Tehama County Solid Waste Management Agency (“Agency”) have reviewed the purchasing practices of the Agency and determined that adoption of a new purchasing policy is necessary for the efficient operation of the Agency; and

WHEREAS, the proposed policy is modeled after the County of Tehama’s Purchasing Policy, which serves as a framework for the authorization, solicitation, and appropriate conduct of procurement activities related to acquiring goods and services; and

WHEREAS, the policy aims to ensure transparent, competitive, fair, and impartial process, while fostering effective business relationships with vendors and maintaining accountability in the Agency’s purchasing practices; and

WHEREAS, the Agency also seeks to adopt the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”), set forth in Public Contract Code section 22032, et seq. to enable the Agency to utilize the bid authority permitted in that statutory scheme; and

WHEREAS, Staff recommends that the Board review and approved the attached Purchasing Policy for the Agency, which is attached to this Resolution as **Exhibit “A.”**

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Agency does hereby resolve, determine and order as follows:

- 1) The above recitals are hereby adopted by reference.
- 2) The Purchasing Policy attached as **Exhibit “A”** is hereby adopted by the Agency.
- 3) This resolution is effective immediately.

PASSED AND ADOPTED by the Board of Directors of the Tehama County Solid Waste Management Agency, a Joint Powers Authority, this 7th day of April, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kris Deiters, Board Chair

ATTEST:

_____, Board Secretary

EXHIBIT A

Agency Policy - PURCHASE OF SUPPLIES, EQUIPMENT AND CONTRACTUAL SERVICES

- **Section 1- Purpose**

The purpose of this Purchasing Policy is to establish guidelines for authorization, soliciting, and appropriate conduct of purchasing activities relating to goods and services for the Tehama County Solid Waste Management Agency. This policy is intended to provide a transparent, competitive, fair, and impartial process for conducting business with our vendor community.

The intent of this Purchasing Policy is to adopt the Tehama County Purchasing Policy as its purchasing policy, as modified below.

- **Section 2 - Definitions.**

A. "Contractual services" shall mean the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, engineers, consultants, or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which services are required by the county government but not furnished by its own employees.

B. "Emergency," as used in this chapter, shall mean any condition which would cause or be likely to cause injury to persons or loss of life, substantial damage to property, public or private, or which would substantially interfere with the normal operations of Agency operations thereby causing increased expense to the Agency.

C. "Local vendor" shall mean a firm or individual who regularly maintains a place of business in, transacts business in, and maintains an inventory of merchandise for sale in, the county of Tehama.

D. "Utility services" shall mean any and all gas, water, electric and power services.

E. "Fixed asset" shall mean any singular equipment purchase with a total acquisition cost equal to or greater than five thousand dollars. The total acquisition cost shall include purchase price, taxes, shipping costs, set up costs and any other cost or fee necessary to bring the fixed asset into service.

- **Section 3 - Purchasing agent.**

The purchasing agent of the Agency shall be the Agency Manager.

- **Section 4 - Purchasing Agent—Amount authorized by board of directors to make purchases.**

The board of directors hereby authorizes the purchasing agent to make purchases of equipment, supplies or materials in the amount of fifty thousand dollars or less. All budget units are responsible for coordinating with the purchasing agent to make purchases at the most favorable price for the Agency.

- **Section 5 - Purchasing agent—Procedure when amount exceeds amount authorized by board of directors.**

A. When the amount of a proposed capital expenditure is estimated to exceed fifty thousand dollars, the purchasing agent shall submit simultaneously:

1. To the board of directors, a written request for approval of said purchase. The request shall contain statements of justification for the board's consideration. If the purchasing agent is requesting a waiver of the bidding process, the written request shall include the basis for the finding that bidding procedures would not be in the best interest of the people.

2. To the clerk of the board, complete specifications, plans and details or other data that would be used by the board in its determinations and that would subsequently be used in soliciting competitive bidding. The board, shall upon approval of the purchase, either:

a. Instruct the purchasing agent to proceed with bidding procedures and authorize the purchasing agent to award the bid to the lowest responsive bidder, or

b. Make a finding and record it in the minutes of the board that bidding procedures would not be in the best interest of the people.

B. Upon award of a bid or acceptance of a contract, the purchasing agent shall issue a properly prepared purchase order covering said purchase and forward same to the auditor and mail, deliver or otherwise transmit the original or a facsimile to the vendor or contractor. An award may not be made without board approved budget appropriations in place.

C. The method and extent of bidding procedures and/or public notice, either published or otherwise, shall be prescribed by the board. All bids shall be submitted sealed to the purchasing agent, unless otherwise allowed by bidding instructions. The board may reject any and all bids for any or all supplies or equipment. The board may waive any irregularity in submitting bids where it feels that the public interest would not be affected thereby. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection for a period of not less than thirty days after the bid opening. In all cases, the awarding shall be made by the board to the lowest responsible bidder. The

board shall take into consideration the quality offered, its conformity with specifications, the delivery and discount terms and conditions of the bid, and other information and data required to prove the bidder's responsibility.

- **Section 6 - Local business preference.**

A. For purposes of this section, "local business" means a business enterprise, including but not limited to a sole proprietorship, limited liability company, partnership, or corporation, that meets all of the following criteria:

1. Has its principal business office, or a satellite office with at least one full-time employee, physically located within incorporated or unincorporated area of the County of Tehama; and

2. Holds a valid business license issued by a jurisdiction in Tehama County, if located in a jurisdiction that issues business licenses; and

3. Has been in operation, transacting business in the county, for a minimum of six months prior to publication of the invitation for bids; and

4. Is not delinquent in the payment of any taxes, charges or assessments owing to the county or incorporated city within the county;

B. Where competitive bidding is utilized pursuant to Section 5, and the lowest responsible bidder is not a local business, any responsible local business bidder that submitted a responsive bid which was within five percent of the lowest bid shall have the option of submitting a new bid within three business days after the bid opening. It is the responsibility of the local business to verify the bid results by contacting the purchasing agent. Such new bids must be in an amount less than or equal to the lowest bid. If the Agency receives any such new bids from local business bidders who have the option of submitting new bids hereunder, it shall award the contract to the local business submitting the lowest responsive bid. If no new bids are received, the award shall be made to the original low bidder.

C. In instances where a local business and a non-local business submit equivalent, lowest responsive bids, the board shall give preference to the local business.

D. No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty percent of the dollar value of the contract to be performed by an entity that is not a local business.

E. Any bidder claiming to be a local business as defined above shall so certify under penalty of perjury in its bid, on a form to be provided by the Agency. The board of directors shall have sole discretion to determine if a bidder meets the definition of local business.

F. The Agency is not responsible for the failure of any person or business to qualify as a local business, or the failure of any local business to timely submit a new bid when authorized under this section.

G. This section shall not apply to contracts required by state or federal statute or regulation to be awarded to the "lowest responsible bidder," or otherwise exempted from local preference.

- **Section 7 - Utility services and repairs-Approval of expenditures and issuance of warrants.**

The board hereby authorizes the purchasing agent to approve expenditures and issue warrants for utility services and repairs in amounts as budgeted and approved in the final budget document.

- **Section 8 - Purchasing agent—Authorization by board of directors to approve contractual services.**

The board of directors hereby authorizes the purchasing agent to approve agreements for contractual services in the amount of fifty thousand dollars or less.

- **Section 9 - Competitive bidding factors.**

In determining whether or not the public interest would be served by not requiring competitive bidding, the board or purchasing agent may consider any of the following factors:

A. Where the equipment being purchased is the same as that being used and there is no other equipment of substantially the same kind available;

B. Where there is only one supplier who can feasibly supply the Agency with equipment that is needed. The board may take into consideration factors where the equipment to be purchased would be considered with like equipment owned by the Agency in determining whether or not there is more than one available supplier.

- **Section 10 - Disciplinary action for acceptance of any gratuity.**

The acceptance of any gratuity in the form of cash, merchandise, or any other living thing of value by an official or employee of the Agency from a vendor or contractor, or prospective vendor or contractor, shall be cause for disciplinary action.

- **Section 11 - Purchases must be within budget appropriations.**

Except as otherwise provided by law, no purchases of supplies, equipment or contractual services shall be made in excess of the amount of the appropriations allowed by the budget.



Tehama County

Agenda Request Form

File #: 25-0536

Agenda Date: 4/7/2025

Agenda #: 10.

Dissolve Petty Cash Fund

Requested Action(s)

Approve the dissolution of the Agency's Petty Cash Fund.

Financial Impact:

None.

Background Information:

The Agency's Board of Directors approved the establishment of a \$300 petty cash fund for minor Agency purchases in July 2014. The last time the petty cash fund was used was in July 2023. The Agency has not had a need for the petty cash fund since the Agency was issued CalCard's in the Agency name. Prior to this, the CalCard was issued to the Agency Manager with their name on the card, preventing other staff from using it. Additionally, the Agency has been included in Tehama County's Amazon Business account which can be used to purchase many things that our other online vendors may not be able to provide.

The Agency certified the account July 2, 2024 as containing \$300. However, when Acting Agency Manager, Paul Freund, was granted access to the Agency's safe where the petty cash is stored it was discovered the account was missing \$1.75. It is not known what happened to the missing money and due to the very sad and unfortunate passing of the former Agency Manager, we may never know. As such, the Agency has received direction from the Tehama County Auditor on how to rectify the error. If approved, the Agency will deposit the cash back into the Agency's main revenue account.



Tehama County

Agenda Request Form

File #: 25-0537

Agenda Date: 4/7/2025

Agenda #: 11.

Temporary Office Closure

Requested Action(s)

Recommend approval of a temporary Agency office closure to accommodate CalRecycle site visits.

Financial Impact:

None.

Background Information:

CalRecycle's Local Assistance and Market Development (LAMD) staff will be visiting each member jurisdiction in late April. The last site visit from LAMD staff was in September 2022. Due to staffing issues with CalRecycle, they were unable to conduct site visits in 2023 or 2024. These site visits also present a great opportunity to train the new Recycling Program Analyst in how the Agency assists our member jurisdictions with regulatory compliance for AB 939, AB 341, and SB 1383.

To have the Recycling Program Analyst attend these site visits, the Agency's office will need to be closed as follows:

Monday, April 21: All day (8AM-4:30PM)

Tuesday, April 23: 1PM-4:30PM

Wednesday, April 24: 9:30AM-1PM

If approved, the Agency will notice the temporary closure on the Agency's website calendar, post a notice a week prior on our Facebook page, send a press release to the Red Bluff Daily News, and post the same on the Agency's office door.



Tehama County

Agenda Request Form

File #: 25-0538

Agenda Date: 4/7/2025

Agenda #: 12.

2024 Diversion Plan Annual Report

Requested Action(s)

Recommend approval of the 2024 Annual Report.

Financial Impact:

Per 4.V.4.1 of the Landfill and MRF Operations Agreement, beginning in July of 2025, if the Contractor exceeds the requirements of Section G.14 by 2%, Contractor shall be allowed to increase the Base Year Contractor Tipping Fee by 0.50%.

Background Information:

Per Section 4.G.14 of the Landfill and MRF Operations Agreement, by February 15th of each year Waste Connections shall prepare and submit a Diversion Plan Annual Report to the Agency, “identifying means to increase the amount of materials recycled by weight on a per capita basis by two (2) percent annually.” Upon approval by the Agency, Waste Connections shall implement recycling programs identified in the Annual Report within 30 days of approval.

Waste Connections submitted its Annual Report on February 14, 2025.

2024 Performance Compliance

As stated in the attached Annual Report, Waste Connections exceeded the goal by 2,292.12 tons, or 39.30%. Total outbound recyclables in 2024 accounted for 6,206.72 tons, while alternative daily cover (ADC) accounted for 1,547.89 tons.

Additionally, a total of 49.46 tons of reusable material, including bicycles, pallets and gently-used housewares, were recovered by Waste Connections staff. Further, 223.64 tons of wood grindings/mulch were redistributed to the community at no charge in 2024.

Below is a brief analysis of programs required to be implemented by 2024. In bold is the current status of implementation, diversion goal, and actual diversion achieved:

1) Create and open a “Swap Shop”

In 2024, Waste Connections will create an area to house the “swap shop”, where gently used/unused items are set aside and given out to the public free of charge.

Status: Implemented

Goal: 10 tons

Actual Diversion: Approximately 2 tons

2) “Got Books” program

“Got Books” is a program free to Tehama County residents which offers curbside collection of unwanted books. WCI’s Recycling Coordinator picks up, processes and redistributes the books.

Status: Implemented

Goal: 5 tons

Actual Diversion: 3.68 tons

3) Interpretive Sign Project

WCI would like to propose the construction of an interpretive sign to be located north of the TCSWMA parking lot.

Status: In process. Agency staff have requested edits to the first sign and are awaiting the next draft.

Marketing

In collaboration with the hauling division, the landfill will release a series of short informational videos on topics pertaining to the daily operations of the waste collection process.

Status: Implemented. The video outreach was posted to Waste Connections’ Instagram during Q4 2024 and promoted the following subjects: Introduction to landfills, How the MRF works (3-part series), and advertising the free recycling drop off before the scale.

Attached is an update provided by Waste Connections discussing the above information. Waste Connections staff will be available to answer any questions.



GREEN WASTE OF TEHAMA,
A WASTE CONNECTIONS COMPANY

February 14, 2025

Tehama County Solid Waste Management Agency
Mr. Paul Freund
Interim Agency Manager
20000 Plymire Road
Red Bluff, CA 96080

Re: Annual Diversion Report 2024

Dear Mr. Freund:

According to our agreement with the Tehama County/City of Red Bluff Landfill Management Agency (JPA), we are required to provide an annual report to the JPA that documents our progress in implementing the programs identified in the approved Diversion Plan for 2024. The agreement established a target goal of achieving a compound growth rate in the amount of materials recycled by weight on a per capita basis by 2% annually over the 10-year agreement period. Because year one of this agreement was not a full 12 months, the base year goal is proportionate, therefore the total tons to be diverted for 2024 are 5,833. The following is a summary of our performance in 2024.

PERFORMANCE

The table below compares our performance to the Diversion Plan target goal. Again, at the end of 2024, our target goal was to recycle 5,833 tons of material. We have diverted a total of 8,125 tons which represents an overall exceedance of 39.30% of the target goal.

PERFORMANCE TO DATE				
Year	Actual Outbound Tons	GOAL (Based on a 2% increase/yr)	Difference	% Achieved Above Goal
2024	8,125.12	5,833	2,292.12	39.30%
Totals	8,125.12	5,833	2,292.12	39.30%

2024 PROGRAM HIGHLIGHTS

In 2024, we committed to continue many facets of diversion carried over from the previous contract period. Diversion programs are based on pulling and processing recyclable materials from all three phases of our landfill. At the self-haul pad, employees pull: clothing, mattresses, cardboard, all plastics, electronic waste, metal, carpet, wood, aluminum, and paper. At the landfill, our employees pull: mattresses/box springs, tires, metal, wood waste, and electronic waste. Our Material Recovery Facility

(MRF) employees are sorting all inbound curbside/commercial recycling, baling, and shipping out recyclable commodities.

According to the Diversion Plan for 2024, we committed to: 1) Create and open a “Swap Shop”, 2) “Got Books” Program, 3) Interpretive Sign Project, and 4) Video Outreach. This past year we started our Waste Connections “Swap Shop”, an area in which gently used/unused items were set aside. Once filled, the shop was opened, and the public was invited to take items for free. Items included candles, bicycles, soaps, strollers, cribs, building materials, camping items, etc. This shop had been a wish of the former Agency Manager, Rachel Ross-Donaldson, it was wonderful that she was able to see this shop open for the first time this past November. Although we did not hit our targeted estimated diversion number of 10 tons, we estimate approximately 2 tons of items were taken. Our “Got Books” Campaign was kicked off. This program is in collaboration with Green Waste of Tehama, the hauling company. Used books are collected, processed (donated or bindings removed), and recycled. In 2024, we were able to divert 3.68 tons of books that would have otherwise been buried in the landfill. The interpretive sign is in process. We are currently working with the Landfill Agency to produce a final product to construct. This task will lead us to our 2025 Diversion Plan goals in which we plan to add two more signs to make a walkway for landfill education. Lastly, our video outreach contained the following subjects: Introduction to landfills, How the MRF works (3-part series), and plugging the free drop-off area before the scale. All videos posted on Instagram within Q4 of 2024. This free drop-off area consists of mixed recycling, metal, and textile bins. Another popular program which has allowed customers to deposit over 130 tons of materials into these bins, either using them to reduce the overall weight of their disposal or simply to make use of the free service.

We have included a copy of the spreadsheet which tracks our monthly progress toward our goal. Our top three commodities of the heaviest diversion tons are outbound yard waste grindings (2,227 tons), cardboard (1,705 tons), and metal (1,211 tons).

CONCLUSION

Year one is complete. We are delighted at our success in exceeding this year’s diversion goal. As in years past, it is our employees who continue these efforts and make us successful in achieving these goals. Each day they execute our values of safety, integrity, customer service, to be a great place to work, and to be the premier solid waste company. We celebrate and thank them for their efforts.

If you have any questions, please feel free to contact me at 528-4504.

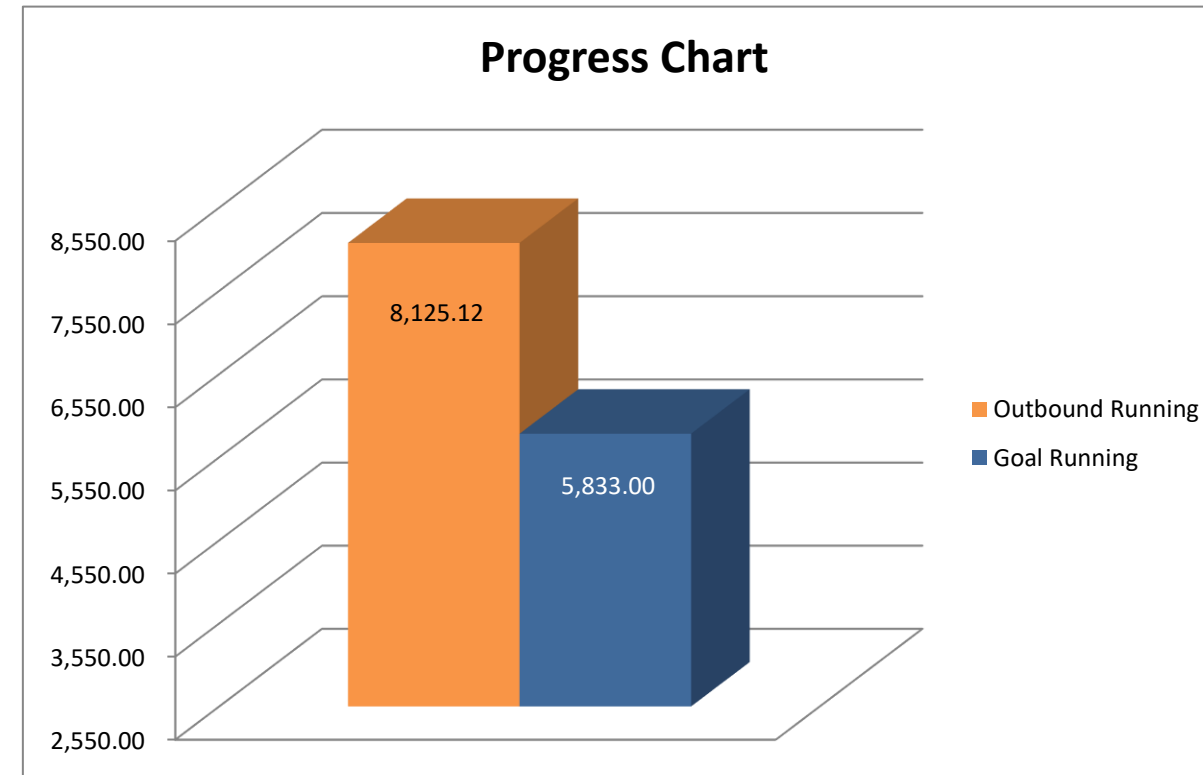
Respectfully Submitted,



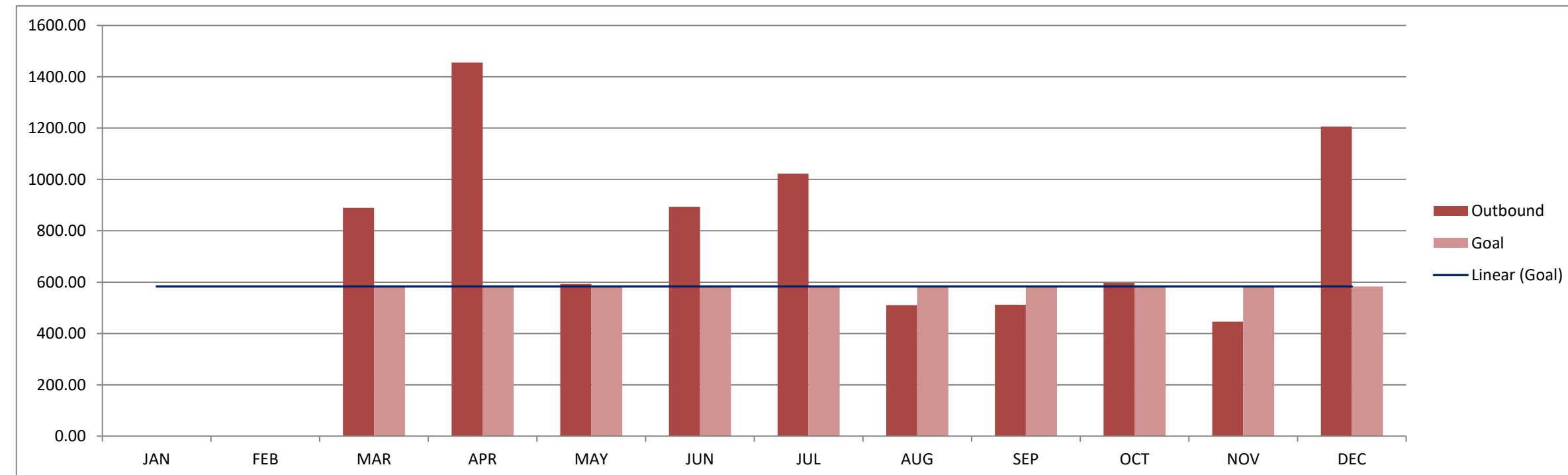
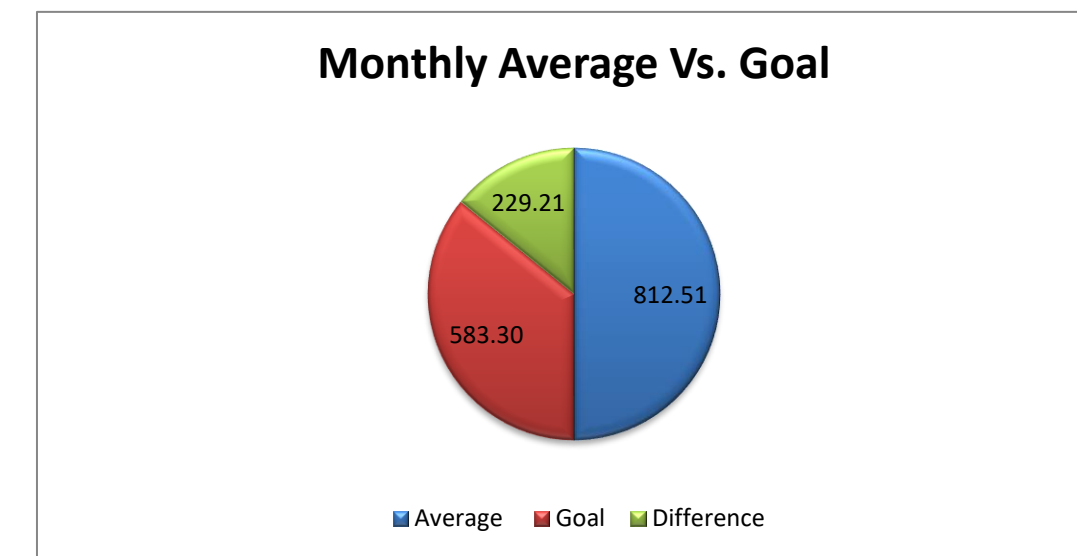
Amanda Garrett
District Manager
Green Waste of Tehama,
A Waste Connections of California, Co.

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			
Population			63,406	63,406	63,406	63,406	63,406	63,406	63,406	63,406	63,406	63,406	63,406.00	#	# per person
Outbound Pounds			889.93	1,455.12	593.03	893.46	1,022.41	510.73	512.39	596.79	445.61	1,205.65	8,125.12	16,250,240	256.29
Goal			583.30	583.30	583.30	583.30	583.30	583.30	583.30	583.30	583.30	583.30	Average	812.51	
Difference			306.63	871.82	9.73	310.16	439.11	-72.57	-70.91	13.49	-137.69	622.35	Goal	583.30	
YTD			889.93	2,345.05	2,938.08	3,831.54	4,853.95	5,364.68	5,877.07	6,473.86	6,919.47	8,125.12	Difference	229.21	
Monthly Diversion%			53%	149%	1.67%	53%	75%	-12%	-12%	2%	-24%	107%		39.30%	

Outbound Running	0	0.00	889.93	2,345.05	2,938.08	3,831.54	4,853.95	5,364.68	5,877.07	6,473.86	6,919.47	8,125.12
Goal Running	0.00	0.00	583.30	1,166.60	1,749.90	2,333.20	2,916.50	3,499.80	4,083.10	4,666.40	5,249.70	5,833.00
% Diverted	#DIV/0!	#DIV/0!	52.57%	101.02%	67.90%	64.22%	66.43%	53.29%	43.94%	38.73%	31.81%	39.30%



2024
DIVERSION
39.30%



2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
AG-OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALUMNM-OUT			2.45	0.00	2.27	4.02	0.00	2.22	1.67	3.34	0.00	0.88	16.85
BATTERY-OUT			1.26	1.61	1.29	1.33	1.76	1.47	1.80	1.21	1.78	1.24	14.75
BAGS OUT			22.32	0.00	12.91	4.02	14.15	12.39	7.22	0.00	22.99	10.79	106.79
BOOKS			0.00	0.00	0.00	0.00	2.02	0.00	0.00	0.00	0.34	1.32	3.68
C&D-ADC			137.94	122.39	0.00	10.50	1.00	6.87	0.00	0.00	0.00	2.14	280.84
C&D-DIV-P			0.00	7.99	13.98	6.88	0.00	5.36	8.19	0.00	29.11	4.43	75.94
CARPET OUT			6.11	0.00	0.00	5.58	5.21	0.00	0.00	5.83	0.00	5.72	28.45
CRTS OUT			0.00	5.08	4.13	9.64	0.00	2.75	4.11	5.30	7.14	5.67	43.82
EWASTE OUT			4.62	0.00	5.65	0.00	5.21	0.00	3.47	0.00	0.00	0.00	18.95
GLASS-OUT			20.77	10.15	26.78	23.62	11.58	23.30	0.00	43.17	10.70	24.58	194.65
GRIND-OUT			19.36	36.75	12.37	7.37	38.12	45.71	10.14	5.07	4.69	44.06	223.64
HAZ-OUT			0.00	13.56	2.09	1.94	2.66	3.41	0.00	0.00	3.28	10.20	37.14
HDPE-OUT			5.97	7.76	4.56	8.30	2.50	10.26	2.79	5.81	0.00	3.64	51.59
MATT OUT			13.71	13.66	16.21	13.68	12.30	15.31	13.28	13.29	10.45	12.38	134.27
METALS-OUT			94.08	170.85	117.00	138.13	117.51	58.87	149.57	149.66	98.74	117.18	1,211.59
OCC-OUT			122.50	296.87	83.63	250.86	173.44	153.31	131.62	197.26	166.69	129.09	1,705.27
OIL-OUT			1.25	1.29	1.22	0.71	1.51	1.45	1.19	1.61	1.20	0.82	12.25
PAPER-OUT			0.00	42.83	0.00	42.15	0.00	0.00	0.00	0.00	0.00	0.00	84.98
PET-OUT			6.62	5.54	6.01	12.54	7.31	8.27	1.52	17.82	3.83	6.03	75.49
PLASTC-OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-
RECY-OUT			0.00	0.00	0.60	10.66	28.30	15.02	12.86	4.27	14.08	0.00	85.79
REUSE-OUT			1.37	9.23	9.04	2.53	2.07	1.73	2.35	4.68	13.69	2.77	49.46
RIGID OUT			7.94	0.00	39.92	6.71	0.00	5.04	38.96	6.26	2.47	4.80	112.10
ROOF-ADC			116.66	209.71	170.77	114.71	101.39	126.78	111.33	100.96	43.31	95.49	1,191.11
TIN OUT			2.71	0.00	5.28	5.67	0.00	2.66	2.60	5.66	0.00	2.65	27.23
TIRES-OUT			12.44	11.85	3.23	5.21	7.59	5.66	4.06	3.47	3.36	1.42	58.29
TEXTILEOUT			0.00	3.08	0.00	0.00	0.00	2.89	0.00	3.12	0.00	0.00	9.09
TREAT OUT			0.00	0.00	8.47	0.00	9.11	0.00	0.00	19.00	7.76	0.00	44.34
YARD-OUT			289.85	484.92	45.62	206.70	477.67	0.00	3.66	0.00	0.00	718.35	2,226.77
TOTAL	0.00	0.00	889.93	1,455.12	593.03	893.46	1,022.41	510.73	512.39	596.79	445.61	1,205.65	8,125.12



Tehama County

Agenda Request Form

File #: 25-0540

Agenda Date: 4/7/2025

Agenda #: 13.

2025 Waste Connections Diversion Plan

Requested Action(s)

Review and approve Waste Connections' proposed 2025 Diversion Plan.

Financial Impact:

None at this time.

Background Information:

Per Section 4.G.14 of the Landfill and MRF Operations Agreement Waste Connections will develop and implement a Diversion Plan, which shall be subject to Agency approval, identifying its means to increase the amount of materials recycled by weight on a per capita basis by two (2) percent annually. Upon approval by the Agency, Waste Connections shall implement recycling programs identified.

Waste Connections submitted its Diversion Plan on February 21, 2025.

Waste Connections staff will present the plan for Board consideration.



GREEN WASTE OF TEHAMA,
A WASTE CONNECTIONS COMPANY

February 21, 2025

Mr. Paul Freund
Acting Landfill Agency Manager
20000 Plymire Road
Red Bluff, CA 96080

RE: Diversion Plan 2025

Dear Mr. Freund:

According to the new agreement between the Tehama County/City of Red Bluff Landfill Management Agency and Waste Connections of California, Inc., and Madera Disposal Systems, Inc. (WCI), Section 4.G.14 states, WCI must develop and implement a Diversion Plan which focuses on efforts to maximize recyclable material processing, marketing, reuse and diversion of all recyclable materials we receive.

We plan to submit one year diversion plans for the next several years until we know how SB 1383 will affect the site, until then, our proposed diversion plan for 2025 is attached. Within the attached plan we discuss how we plan to meet our annual diversion goal and the programs that build upon what we accomplished within the 2024 diversion plan.

Please contact me if you have any questions.

Respectfully Submitted,

Amanda Garrett
District Manager
Waste Connections of CA Inc.



TEHAMA COUNTY/CITY OF RED BLUFF LANDFILL DIVERSION PLAN 2025

According to the agreement between the Tehama County/City of Red Bluff Landfill Management Agency (TCSWMA) and, Waste Connections of California, Inc., and Madera Disposal Systems, Inc. (WCI), Section 4.G.14, WCI must develop and implement a Diversion Plan which focuses on efforts to maximize recyclable material processing, marketing, reuse and diversion of all recyclable materials we receive.

Our goal is to continue to extend the life of the landfill, to be good stewards of this resource, and be compliant with the new contract terms and conditions. At a minimum, WCI shall recycle the following recyclable materials for diversion: newspaper, mixed paper, glass jars and bottles, cans (aluminum bi-metal and tin), telephone books, magazines, cardboard, chipboard, aluminum foil and trays, aerosol cans, scrap metal, plastic containers #1-7, plastic bags, tires, automotive batteries, water-based paint, used motor oil, automotive oil filters, agricultural plastic, mattresses and box springs, alkaline and rechargeable batteries, and carpet.

This diversion plan explains the current processes, marketing, and planned programs for added diversion for year two. These operational processes have been developed by analyzing the data gathered during the previous ten years of diversion. The system that has been developed will produce sufficient diversion to achieve our 2% annual increase in diversion. For year two, our set goal is 7,000 annual tons. Alterations and additions to the proposed programs are based on data from 2024.

After detailing the current systems, this document concludes with the areas of extra emphasis for year two. The focus of these additional programs will be reuse and education. The intention is to build on the success of the variety of active diversion processes to promote the practical reuse of materials and impactful education.

CURRENT PROGRAM

The following describes the current processes in place to sort and divert different commodities from the self-haul pad, landfill and material recovery facility (MRF). Our current practices now provide the baseline that we use to meet our diversion goals.

I. SELF-HAUL AREA

We recognize most of our increase in diversion will be here at the self-haul pad. This is where diversion will be impacted the most, and this is where we will focus our efforts. The majority of our self-haul customers are sent to this area, this enables us to divert materials that would otherwise be directly landfilled.

Most self-haul customers are directed to the self-haul area to dispose of their unwanted materials. Our employees direct the customer where to unload and assess what kind of material they are disposing of. The self-haul pad attendant directs the customer where to unload yard waste/wood waste, concrete, tile, asphalt, appliances, mattresses/box-springs, electronic wastes, and carpet.

Our employees currently pull the following items from mixed trash loads:

- **Cardboard**
- **Rigid Plastic**
- **Mixed Recycling (plastic beverage containers, aluminum, paper, etc.)**
- **Metal**
- **Electronic Waste**
- **Carpet**
- **Wood**
- **Any Unacceptable Materials**

To facilitate metal recycling, appliances are staged north of the MRF to await processing. Once processed, these appliances are stockpiled with other metals to be loaded once a full load is ready.

Carpet, mattresses, and box springs are loaded into staged trailers awaiting transport. Once a full load is accumulated, they are shipped to off-site markets.

Tires found in either self-haul loads or in the landfill are relocated to a stockpile located north of the MRF. Tires are removed weekly by a third-party vendor.

Rigid and agricultural plastic, pesticide and fertilizer containers are segregated and staged in a 40 cubic yard container until there is enough to process. These containers are accepted free of charge if brought in separated from other trash and are required to be triple rinsed.

The “external” recycling bin program has been a success and will continue to make recycling as easy as possible for the residents of the county. WCI will continue to place three bins prior to the scale house for: mixed recycling, metal, and clothing. Although there are contamination challenges with these bins, the overall response and utilization outweighs any additional sorting labor on WCI’s part.

II. LANDFILL

Safety is our #1 Operating Value, as we ask our employees to pull items from the active face, we will not jeopardize safety.

Customers directed to the landfill face are commercial haulers like Green Waste of Tehama, Waste Management, Sierra Pacific, other commercial traffic and some self-haul customers with commercial motorized dump trailers. Currently, landfill operators pull the following items out of the waste stream and staged separately for diversion:

- **Mattresses/Box Springs**
- **Tires**
- **Metal**
- **Wood Waste**
- **Electronic Wastes**
- **Any Unacceptable Materials**

Additionally, roofing, construction and demolition (C&D) materials are separated at the tipping pad and used as alternative daily cover.

III. MRF

Co-mingled recyclables enter the Material Recovery Facility (MRF) from the City and County's designated haulers. There are two sorting piles, one dedicated to residential single stream and the other to commercial single stream. Recyclable materials can be found in loads brought to the landfill and the self-haul pad. In either location, all co-mingled recyclables are processed in the MRF.

We deploy six sorters to process the residential single-stream materials first, and then process commercial single-stream material. The sort line has multiple stations. Sorters are positioned at each station based on the materials to be pulled and are responsible for sorting one or more specific items. These materials are pulled off the sorting belt and dropped into a container below. As the containers reach capacity, the processed material is stockpiled in bins or on the MRF floor until there is sufficient material to produce one bale. A final inspection for contaminants is performed before baling the material.

We currently process the following materials on the sort lines: newspaper, mixed paper, glass jars and bottles, cans (aluminum bi-metal and tin), telephone books, magazines, cardboard, chipboard, aluminum foil and trays, aerosol cans, scrap metal, plastic containers #1-7, plastic bags, agricultural plastic, and alkaline and rechargeable batteries.

YEAR TWO PROPOSED PROGRAMS

SWAP SHOP

In 2024, Waste Connections created a "Swap Shop" to house reusable items. Building on previous diversion efforts, WCI employees actively separated usable items from the self-haul area, cleaning and storing them in this dedicated space, which also accommodated reusable construction and demolition materials. This facility was opened for the first time in November, offering Tehama County residents free access to these items, with a WCI employee present to weigh and record each item.

Our first launch in 2024 generated a positive response, but it also identified areas where we can improve. In 2025, we would like to further develop the swap shop in the following ways.

- Weights and recording
 - o Add a scale to the shop for accurate weights
 - o Implement a sign-in sheet similar to the paint program
- Signage and Marketing
 - o Add an identifying sign
 - o Use social media to advertise swap days
- Building Materials
 - o Develop a more effective collection system for useable building materials
- Explore the "Swap"
 - o Investigate the viability of residents bringing in lightly used objects directly to the shop

Our goal is to have the swap shop open three Saturdays throughout the year (material dependent), with an adjusted yield for the project of 5 tons in 2025.

“GOT BOOKS?”

The "Got Books" program, launched in January 2024 by our Recycling Coordinator, addresses the challenge of hard-bound book recycling. This free program offers Tehama County residents curbside collection of unwanted books, which are then picked up, processed, and redistributed by WCI. While the primary goal is reuse, books deemed unsuitable are prepared for paper recycling by removing their bindings. The program prioritizes both the reuse and diversion of discarded texts, tracking collections by weight and reporting recycled paper as "books."

"Got Books?" will continue in 2025. The program's first year provided valuable insights for improvement. While the collection and processing of books has proven effective, the distribution of books in good condition requires refinement. This year, we will focus on diversifying our book donation strategy. Currently, books are given directly to individuals, stocked in "little libraries," or made available in the Swap Shop.

Loads received at the Self-Haul Pad that contain books suitable for reuse, will be set aside and added to the Swap Shop. Books not suitable for reuse, will be set aside, bindings removed, and recycled.

We estimate this project will yield approximately 5 tons in 2025.

INTERPRETIVE SIGN “Path to Sustainability”

This project shifted in scope during 2024. Originally the idea was to design and build one sign that covered the whole system. After going through the design process and meeting with the Agency Director, we decided that a series of signs would be more effective in explaining what goes on at the facility while communicating the “why” behind diversion. The sidewalk around the building is conducive to multiple signs. We propose to continue this project with an additional sign in 2025. The first sign gives a cross-section view of a landfill while facing phase one, the second sign should face the Material Recovery Facility (MRF) and be devoted to the diversion work that takes place there.

WCI will commit \$5K to this project.










MARKETING

2025 will continue to grow our social media presence, and we will continue to use that platform to communicate information about waste collection, while still including content about the landfill. The focus on the landfill will be aimed at showing the community what goes on at the landfill from a closer perspective

than they could achieve themselves. Much of the unwillingness to recycle comes from a lack of knowledge of the waste disposal process. Additionally, we will develop a new educational video using the landfill as an educational component for the recycling coordinator's school outreach.

TABLE 1 –

Guide to Plastics #1 - #7			
Identity Code	Abbreviation & Name	Some Common Products	Commonly Unmarked Materials
	PET or PETE Polyethylene teraphthalate	Plastic Beverage Containers including soft drink, water, Juice bottles, mouthwash bottles, peanut butter containers and salad dressing containers	Fiber for Carpet, Fleece Jackets, Comforter Fill and tote bags. Plastic food and Non-food containers. Film and sheet strapping.
	HDPE High-Density polyethylene	Bottles including milk, water, juice, cosmetic, shampoo, dish and laundry detergent.	Cereal box liners, Plastic lumber for outdoor decking, fencing and picnic tables. Pipe, floor tiles, buckets, crates, flower pots, garden edging, film and sheet, recycling bins
	V or PVC Polyvinyl Chloride	Plastic Toys, some clear food packaging, medical tubing. Wire and cable Insulation.	Mud flaps, cassette trays, electrical boxes, cables, traffic cones and garden hose.
	LDPE Low-Density Polyethylene	Shrink Wrap, Greenhouse film, Plastic shopping bags, paper towel/toilet paper/etc packaging.	Shrink-Wrap Greenhouse Film, Garbage can liners.
	PP Polypropylene	Prescription Medicine Bottles, ketchup bottles, some yougurt containers, some margerine (or similar) tubs.	Oil Funnels, garden rakes.
	PS Polystyrene	All Styrofoam, egg cartons, restaurant carryout boxes, plates/cups, etc.	Thermal insulation, light switch plates, license plate frames, egg cartons, packing peanuts
	OTHER Any Other Plastics	Nalgene bottles, CD's and some food product containers	Some bottles and plastic lumber applications



Tehama County

Agenda Request Form

File #: 25-0542

Agenda Date: 4/7/2025

Agenda #: 14.

Meeting Cancellation

Requested Action(s)

Request cancellation of the regularly scheduled June 5th Executive Committee meeting.

Financial Impact:

Background Information:

Per the Landfill Operations Agreement, a special meeting is held in the late May or early June timeframe of each year to approve tipping fees for the next fiscal year. A special Full Board meeting was approved as part of the 2025 meeting schedule and scheduled for June 2nd, 2025. As such, it is proposed that the June 5th Executive Committee meeting is cancelled.



Tehama County

Agenda Request Form

File #: 25-0552

Agenda Date: 4/7/2025

Agenda #: 15.

Acting Agency Manager Update

Requested Action(s)

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

Financial Impact:

None.

Background Information:

The following is a summary of the activities and operations of the Agency during the acting Agency Manager appointment of Paul Freund between December 6, 2024 and April 6, 2025.

- Paul Freund conducted weekly drive-arounds with Waste Connections' Operations Manager to ensure no issues were observed. The only issues observed were minor slope erosion, as indicated in the attached photos, and litter. Both were addressed by Waste Connections' staff immediately upon request.
- Paul also rode along for the LEA inspections done by Tehama County Department of Environmental Health on January 28, 2025, February 27, 2025, and March 25, 2025. No issues or areas of concern were noted by Environmental Health during these inspections.
- Paul met with Tehama County Chief Administrator Gabriel Hydrick and Red Bluff City Manager Tom Westbrook on December 11, 2024 to review the Agency's succession plan and discuss next steps for the Agency to begin recruitment for an Agency Manager. A second meeting was held on February 6, 2025 to update the City and County on recruitment for the Recycling Program Analyst and other Agency operations.
- The Agency met virtually with CalReycle's Local Assistance and Market Development staff on February 3, 2025 for our AB 939 Annual Report phone call. The focus of the call was on SB 1383 implementation, AB 341 compliance, and setting up dates for site visits. In-person site visits to each member jurisdiction is scheduled for late April.
- Monthly meetings with Waste Connections occurred on December 19, 2024, January 16, 2025, February 21, 2025, and March 21, 2025. Waste Connections has provided the required submittals and reports for the successor Landfill Operations Agreement on time.



Figure 1: Phase I West Slope erosion (Dec. 2024)



Figure 2: Phase 1 West Slope erosion w/ straw (Dec. 2024)

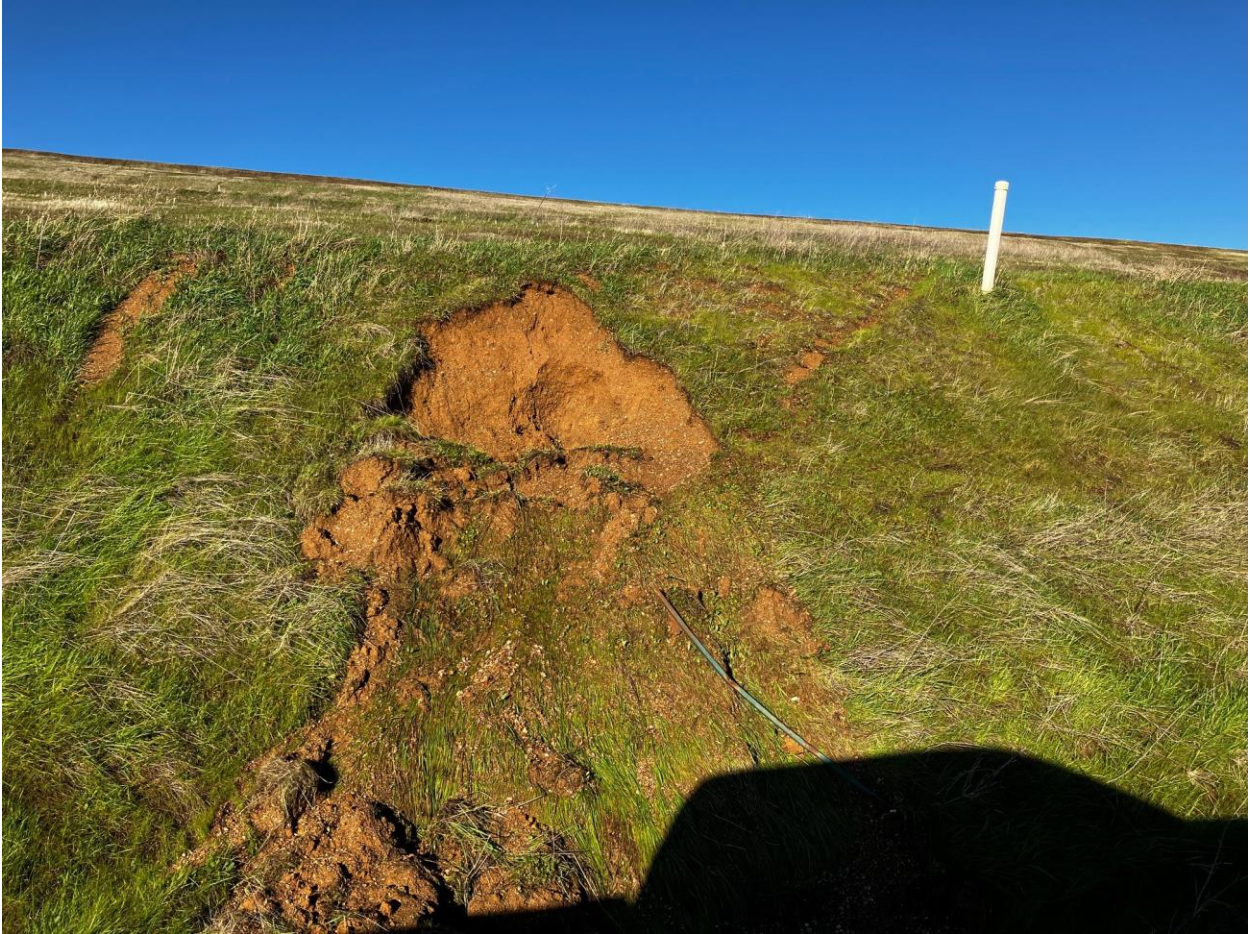


Figure 3: Phase I Southeast Slope erosion (Feb. 2025)



Figure 4: Phase I West Slope erosion (Feb. 2025)



Figure 5: Phase I Northwest Slope erosion (Feb. 2025)



Tehama County

Agenda Request Form

File #: 25-0568

Agenda Date: 4/7/2025

Agenda #: 16.

Outreach Update

Requested Action(s)

This item is for informational purposes, no action is required.

Financial Impact:

None.

Background Information:

- The Agency signed up a new Smart Business Alliance (SBA) partner, Business Connections, in January and provided them with recycling bins for their offices as well as flyers and signage indicating what is recyclable.
- The Agency hosted an Agricultural Tire Collection event during the month of February, allowing the agricultural community to make an appointment to drop off up to 6 agricultural tires free of charge. A total of 87 tires were collected for recycling.
- Paul attended the Red Bluff-Tehama County Chamber of Commerce's Business Expo, BEAM, on February 19th to promote the Tehama County Recycling Market Development Zone (TCRMDZ). Paul spoke with over 25 attendees and provided brochures to several interested individuals.
- The Agency met with Max Bartlett, Waste Connections Recycling Coordinator, on March 11th to review the school education program and bring Christian up to speed on the collaboration between the Agency and Waste Connections that has enabled successful presentations of the 4R Kids Exhibit to Tehama County schools.
- Utilizing Zone Incentive Funds, the Agency was able to sponsor the Red Bluff-Tehama County Chamber of Commerce's Business Summit on March 13th to promote the Tehama County Recycling Market Development Zone (TCRMDZ). Paul spoke with over 20 attendees and provided brochures to several interested individuals.
- On March 20th, Christian met with Ray Funtanilla, Funta Media, to revisit the previous project and discussed the grant guidelines to move forward with promoting the used oil recycling advertising that Ray created.
- On March 24th & 25th, Christian and Max from Waste Connections presented to (5) five - fourth grade classrooms at Evergreen Elementary School. Presentations included outreach and education on the landfill, "4Rs", Recycling 101, CFL's recycling, and battery recycling.

- On March 29th, the Agency hosted a Tire Collection event at the Tehama County/Red Bluff Landfill, Los Molinos High School, Manton and Rancho Tehama Transfer Stations. Christian and Paul staffed the Landfill and Los Molinos locations and distributed battery bags with the Agency's hazardous waste program flyers. A total of 1,393 tires were collected for recycling.



Tehama County

Agenda Request Form

File #: 25-0543

Agenda Date: 4/7/2025

Agenda #: 17.

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