

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



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

AGENDA FOR MONDAY, OCTOBER 6, 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 [25-1738](#)

Warrant Register

2. Grant-Funded Warrants, September 2025 [25-1647](#)
3. Warrants, September 2025 [25-1648](#)

BUDGET

4. FY 2024/2025 Final Budget Update [25-1650](#)
5. FY 2025/26 Quarterly Budget Update [25-1653](#)

REGULAR - LANDFILL ONLY

6. 2026 Meeting Schedule [25-1649](#)
7. Pay In Lieu of Vacation/Personal Time Off [25-1651](#)
8. December 24, 2025 Office Closure Proposal [25-1715](#)
9. Agency Staffing and Structure [25-1655](#)
10. Household Hazardous Waste Sharps Collection Site Services Agreement [25-1729](#)
11. Hazardous Waste Fees Update [25-1734](#)
12. Surplus Agency Property (Bus, Forklift, Used Oil Tanks, Paint Can Crusher) [25-1667](#)
13. Surplus Agency Property (Corning Disposal HHW Facility Fence and Asphalt Pad) [25-1666](#)
14. Surplus Agency Property (Scrap Metal) [25-1665](#)
15. Surplus Agency Property (E-Waste) [25-1698](#)
16. Compost Facility CEQA and Permitting Update [25-1681](#)
17. Corning Household Hazardous Waste Collection Events [25-1717](#)

18. Outreach Update [25-1727](#)
19. Monthly Update [25-1654](#)

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.

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 #: 25-1738

Agenda Date: 10/6/2025

Agenda #: 1.

Recommended Approval of Minutes

Requested Action(s)

Full Board - Tehama County Solid Waste Management Agency - July 7, 2025 8:30AM

Financial Impact:

Background Information:



Chair: Kris Deiters

Vice Chair: Tom Walker

1. CALL TO ORDER

Roll Call

The meeting was called to order at 8:30AM.

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

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Agency Manager, Paul Freund, informed the board about his upcoming personal time off and notified them that the August Executive Meeting will be canceled.

Waste Connection District Manager informed the board about the upcoming Swap Shop event.

4. CONSENT

A motion was made by Director Hansen, seconded by Director Beitz, to APPROVE this item. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Matt Hansen
SECONDER:	Lew Beitz

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

II)

1. Recommended Approval of Minutes [25-1175](#)

Full Board - Tehama County Solid Waste Management Agency - Special - June 2, 2025 8:30AM

Warrant Register**3. Warrants, June 2025 [25-1156](#)**

Review and approve the warrants in the amount of \$36,181.65, as presented.

2. Grant-Funded Warrants, June 2025 [25-1155](#)

Review and approve the Grant-Funded Warrants in the amount of \$4,832.10, as presented.

REGULAR - LANDFILL ONLY**4. FY 2023/2024 Independent Audit [25-1154](#)**

Review and approve the FY 2023/24 Agency Independent Audit, as presented.

RESULT: APPROVE

MOVER: Lew Beitz

SECONDER: Matt Hansen

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

ABSENT: Director Nolen, Director Strock, Director Gonzales, Director Bacquet, and Director Jones

5. Agreement for the Operation of Temporary Household Hazardous Waste Collection Events with the City of Corning [25-1224](#)

Review and approve the Agreement for the Operation of Temporary Household Hazardous Waste Collection Events at City of Corning owned property and authorize the Agency Manager to submit related notification to the California Department of Toxic Substances Control.

The Board discussed the communication plan for residents regarding changes to the Corning HHW collection events, as well as the future plans for the storage container at the facility.

RESULT: APPROVE

MOVER: Matt Hansen

SECONDER: Rob Burroughs

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

ABSENT: Director Nolen, Director Strock, Director Gonzales, Director Bacquet, and Director Jones

6. Outreach Update [25-1192](#)

II)

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

Director Lew Beitz inquired about the recycling audit results.

7. Monthly Update

[25-1157](#)

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

Board Matters

Meeting went into Recess 9:06AM

The Board of Directors will recess and reconvene at the Tehama County Landfill, located at 19995 Plymire Road, Red Bluff, CA.

1. Perform Site Visit of Landfill

Adjourn Meeting 10:20AM

Approved by: _____
Chair - Kris Deiters

By _____
Recording Secretary



Tehama County

Agenda Request Form

File #: 25-1647

Agenda Date: 10/6/2025

Agenda #: 2.

Grant-Funded Warrants, September 2025

Requested Action(s)

Review and approve the Grant-Funded Warrants in the amount of \$2,410.40, as presented.

Financial Impact:

As listed.

Background Information:

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

MEETING AGENDA ITEM

Monday, October 6, 2025

Grant Expense

504

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

FISCAL IMPACT:

Yes -	\$ 2,410.40		
9/17/2025	CALCARD	1,225.00	CRRA REGISTRATION 17176-7/14/25
09/17/25	CALCARD	42.90	USPS-STAMPS 833-08/05/25
09/15/25	LAWRENCE & ASSOCIATES	1,142.50	LABOR WORK 7/1/25-7/31/25 30970
Sub Total		\$ 2,410.40	
Sub Total -GRANT HOURS		\$ -	

Respectfully Submitted,



Tehama County

Agenda Request Form

File #: 25-1648

Agenda Date: 10/6/2025

Agenda #: 3.

Warrants, September 2025

Requested Action(s)

Review and approve the warrants in the amount of \$24,489.96, as presented.

Financial Impact:

As listed.

Background Information:

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY
BOARD MEETING AGENDA ITEM

Monday, October 6, 2025

4045

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

FISCAL IMPACT:

Yes -	\$	24,489.96
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BACKGROUND:

ADMIN SERVICES	\$	19,944.88	9/1/25-9/30/25	
9/9/2025 MOORE & BOGENER Inc		964.80	TELEPHONE/CORRESPOND/REVIEW	16461
9/9/2025 WORLD TELECOM		187.50	LABOR-INSTALL NVMS	28193
9/15/2025 RED BLUFF CHAMBER OF COMMERCE		195.00	ANNUAL MEMBERSHIP	.20222606
9/15/2025 APEX		67.50	SUPPORT	1365337
9/17/2025 CALCARD		35.10	USPS-STAMPS	833-08/05/25
9/15/2025 GREENWASTE		3,004.27	MIXED LOAD	9844
9/11/2025 HOME DEPOT		5.35	J402332	HD-2508-07
9/9/2025 AMAZON		85.56	J402298	A-2508-23
	\$	24,489.96		

Grand Total

Respectfully Submitted,

Paul Freund, Solid Waste Management Agency Manager



Tehama County

Agenda Request Form

File #: 25-1650

Agenda Date: 10/6/2025

Agenda #: 4.

FY 2024/2025 Final Budget Update

Requested Action(s)

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

Financial Impact:

Background Information:

Attached is a spreadsheet proving the final revenues and expenditures for fiscal year July 1, 2024 - June 30, 2025.

Revenue

44030 Interest- All interest revenue has been posted. Agency staff budgeted interest revenue on the unrestricted retained earnings fund balance based upon the Tehama County Auditor-Controllers recommendation.

461001 Gate Fees- Represents a one year of gate fee revenues.

461005 Hazardous Waste Fees -Represents HHW business fees, reimbursements from Med-Project for disposal costs associated with home-generated sharps, donations made to the used oil collection facility (ABOPS) and Ag Oil Facility, and PaintCare reimbursements for our REAP paint reuse program.

471120 Misc Revenue- Represents grazing lease fees and reimbursement for illegally dumped mattresses and box springs recovered through the Agency's Illegal Dumping and Litter Abatement Program.

461070 Interfund Revenue - These are direct expenses for personnel costs associated with grant funding. Revenue at year end is higher than anticipated due to the Agency being awarded funding that was utilized to offset personnel costs associated with implementing mandatory programs.

Expenditures

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, an employee resignation, the unfortunate passing of the former Agency Manager, and hiring a new employee.

51040 Workers Compensation increased \$1,484.25 over the previous fiscal year.

53150 Insurance includes payment of crime, property, liability and pollution liability premiums.

53200 Membership & Dues- Expenses include annual membership dues to the California Product Stewardship Council (CPSC), Rural Counties' Environmental Services Joint Powers Authority (ESJPA), Solid Waste Association of North America (SWANA) and the Corning Chamber of Commerce.

53230 Special/Professional Services- Charges include attorney fees, administrative and accounting services provided by Tehama County, billing for the annual independent audit, utilizing Express Employment Professionals, and expenses related to hiring a new employee. Expenses associated with the CEQA study and permitting of the proposed composting facility have been attributed to grant funding received by the Agency. Miscellaneous expenses include costs associated with defensible space clearing around the Agency's office. The projected components for this expense category is broken out as follows:

	Projected	Actual
Attorney Fees	\$15,000	\$13,728.30
Accounting Services	\$10,000	\$7,918.22
Administration Services	\$23,013	\$23,013
Audit Services	\$23,000	\$23,000
Lawrence & Associates	\$1,000	\$0.00
Miscellaneous	\$2,000	\$595.89
Janitorial Services	\$6,000	\$5,700
Express Employment Professionals	\$3,515.40	\$2,312.13
Total	\$83,528.40	\$76,267.54

53290 Employee Travel/Training Expense - Expenditures include typical training and travel expenses.

558007 Hazardous Waste Disposal - Expenditures include hazardous waste disposal.

558008 Litter Abatement/Illegal Dumping - This expense category funds illegal dumping and litter abatement on public land.

At the close of the fiscal year and after all year-end adjustments were completed, revenues exceeded expenditures by \$356,469.10 or 31.60%. Revenues are 107.45% of projected revenue for the year. Expenditures are 87.82% of projected expenditures for the year.

Respectfully Submitted,

Paul Freund
Agency Manager

FY 2024/2025 Approved Revised Budget			
Tehama County Solid Waste Management Agency			
Fund 220 - 4045	Approved FY 24/25 Revised Budget	Final	As a Percentage
Income			
440300 - Interest	143,000.00	217,257.37	151.93%
461001 - Gate Fees	840,000.00	840,000.00	100.00%
461005 - Hazardous Waste Fees	10,000.00	14,287.17	142.87%
471120 - Misc. Revenue	1,862.25	4,118.64	221.16%
461070 - Interfund Revenue	25,000.00	52,396.62	209.59%
301900 - Fund Balance Available	30,000.00	0.00	0.00%
Total Income	1,049,862.25	1,128,059.80	107.45%
Expenses			
51010 - Salary & Wages	200,680.25	187,178.93	93.27%
51011 - Extra Help	0.00	0.00	0.00%
51012 - Overtime Compensation	500.00	273.56	54.71%
51015 - Pay in Lieu/Misc Payouts	15,100.00	15,056.67	99.71%
51022 - PERS Unfunded Liability	49,197.40	49,197.40	100.00%
51024 - ADP Misc PERS Unfunded	14,720.02	14,720.02	100.00%
51020 - PERS Retirement	26,544.78	18,014.82	67.87%
51021 - OASDI	21,086.28	15,444.02	73.24%
51030 - Group Insurance	73,404.94	45,211.98	61.59%
51031 - Unemployment Insurance	544.56	407.66	74.86%
51040 - Workers Compensation	18,120.30	17,957.25	99.10%
51050 - Deferred Comp Match	4,800.00	1,321.43	27.53%
53120 - Communications	4,895.00	1,872.58	38.25%
53150 - Insurance	70,000.00	69,887.31	99.84%
53170 - Maintenance of Equip	16,500.00	11,345.36	68.76%
53180 - Maint. Struct-Imprv Grounds	21,000.00	6,134.60	29.21%
53200 - Membership & Dues	7,650.00	7,304.21	95.48%
53210 - Misc Expense	16,000.00	9,200.00	57.50%
53220 - Office Expense	5,500.00	4,320.05	78.55%
53230 - Professional/Special Services*	83,528.40	76,267.54	91.31%
53240 - Publication/Legal Notices	1,000.00	50.00	5.00%
53280 - Special Departmental Expense	15,000.00	6,478.56	43.19%
53290 - Employee Travel/Training Expense	3,000.00	-44.43	-1.48%
53291 - Transportation	2,000.00	1,025.27	51.26%
53300 - Utilities	10,080.00	7,887.99	78.25%
53800 - Internal Assets	8,000.00	4,675.56	58.44%
55048 - Taxes and Assessments	1,800.00	1,749.40	97.19%
558007 - Hazardous Waste Disposal	150,000.00	160,362.75	106.91%
558008 - Litter Abatement/Illegal Dumping	38,000.00	38,290.21	100.76%
57603 - Computers	0.00	0.00	0.00%
Total Operating Budget	878,651.93	771,590.70	87.82%
Contingency	171,210.32	356,469.10	
Contingency (based on percent income)	16.31%	31.60%	



Tehama County

Agenda Request Form

File #: 25-1653

Agenda Date: 10/6/2025

Agenda #: 5.

FY 2025/26 Quarterly Budget Update

Requested Action(s)

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

Financial Impact:

Background Information:

Attached is a spreadsheet providing a summary of first quarter revenues and expenditures as of September 23, 2025.

Income

The FY 2025/2026 budget utilizes the following revenue sources and is expected to result in a contingency of \$43,854.83 (4.57%):

- 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 2025/2026. The first 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 2025/2026, represent two months of gate fee revenues.
- Hazardous Waste Fees (461005) represents HHW business fees and donations made to the used oil collection facility (ABOPS) and Ag Oil Facility. The first quarter PaintCare reimbursement for our REAP paint reuse program has not yet been received.
- Miscellaneous Revenue (471120) generally includes grazing lease fees, and other small amounts of revenue. The first grazing lease payment has not yet been received.
- 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, and potential recruitment of another employee.
- 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 \$48,469.14 for FY 2025/26, and an additional discretionary payment to pay down the unfunded PERS loan balance faster. The Agency has not yet made the annual ADP Misc PERS Unfunded payment.
- Workers Compensation (510400) rates increased slightly over FY 2024/25.
- Property, Crime, Liability, and Pollution Insurance (531500) includes payment of crime, liability and pollution coverage.
- Maintenance of Equipment (53170) includes typical maintenance of equipment.
- Maintenance Structures-Improvement of Grounds (53180) takes into consideration the cost of maintaining the fire suppression systems at the Agency's two Household Hazardous Waste facilities.
- Membership and Dues (53200) includes membership to the Rural Counties' Environmental Services Joint Powers Authority, Solid Waste Association of North America, and the Tehama County-Red Bluff Chamber of Commerce.
- 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.
- Professional/Special Services (53230) is budgeted for \$90,246. 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, engineering assistance to assess a new site for the Corning HHW facility, and janitorial services. Below is an itemized breakout of budgeted expenses:

	FY 25/26	As of 9/22/25
Attorney Fees	\$15,000	\$964.80
Accounting Services Agreement	\$10,000	\$0.00
Administration Fees	\$24,246	\$0.00
Audit	\$23,000	\$0.00
Lawrence & Associates	\$10,000	\$0.00
Miscellaneous	\$2,000	\$0.00
Janitorial Services	\$6,000	\$475.00
Total	\$90,246	\$1,439.80

- Employee Travel/Training (53290) and Transportation (53291) is expected to remain the same for FY 2025/26 and 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 \$160,000. Total disposal costs are expected to increase this fiscal year due to the temporary events in Corning and may need to be adjusted at mid-year.
- 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 September 23, 2025, revenues exceed expenditures by \$23,934.30. Income is 15.26% of

projected revenue for the year. Expenditures are 13.38% 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 2025/2026 Approved Budget			
Tehama County Solid Waste Management Agency			
Fund 220 - 4045	Approved FY 25/26 Budget	As of 9/23/2025	As a Percentage
Income			
440300 - Interest	20,000.00	0.00	0.00%
461001 - Gate Fees	840,000.00	140,000.00	16.67%
461005 - Hazardous Waste Fees	8,000.00	1,230.87	15.39%
471120 - Misc. Revenue	2,234.00	0.00	0.00%
461070 - Interfund Revenue	30,000.00	5,308.87	17.70%
301900 - Fund Balance Available	60,000.00	0.00	0.00%
Total Income	960,234.00	146,539.74	15.26%
Expenses			
51010 - Salary & Wages	256,142.56	32,888.98	12.84%
51011 - Extra Help	0.00	0.00	0.00%
51012 - Overtime Compensation	500.00	150.89	30.18%
51015 - Pay in Lieu/Misc Payouts	1,022.20	0.00	0.00%
51022 - PERS Unfunded Liability	48,469.14	0.00	0.00%
51024 - ADP Misc PERS Unfunded	14,245.07	0.00	0.00%
51020 - PERS Retirement	24,996.41	3,225.25	12.90%
51021 - OASDI	19,968.39	2,513.94	12.59%
51030 - Group Insurance	76,592.74	11,604.96	15.15%
51031 - Unemployment Insurance	515.33	66.56	12.92%
51040 - Workers Compensation	19,932.33	0.00	0.00%
51050 - Deferred Comp Match	4,800.00	242.86	5.06%
53120 - Communications	4,895.00	1,345.11	27.48%
53150 - Insurance	80,000.00	54,037.36	67.55%
53170 - Maintenance of Equip	10,000.00	652.58	6.53%
53180 - Maint. Struct-Imprv Grounds	6,000.00	5.35	0.09%
53200 - Membership & Dues	7,650.00	6,408.75	83.77%
53210 - Misc Expense	16,000.00	800.00	5.00%
53220 - Office Expense	5,000.00	50.41	1.01%
53230 - Professional/Special Services*	90,246.00	1,439.80	1.60%
53240 - Publication/Legal Notices	1,000.00	0.00	0.00%
53280 - Special Departmental Expense	10,000.00	921.97	9.22%
53290 - Employee Travel/Training Expense	3,000.00	0.00	0.00%
53291 - Transportation	2,000.00	136.72	6.84%
53300 - Utilities	10,080.00	753.36	7.47%
53800 - Internal Assets	3,324.00	878.00	26.41%
55048 - Taxes and Assessments	2,000.00	0.00	0.00%
558007 - Hazardous Waste Disposal	160,000.00	0.00	0.00%
558008 - Litter Abatement/Illegal Dumping	38,000.00	4,482.59	11.80%
57603 - Computers	0.00	0.00	0.00%
Total Operating Budget	916,379.17	122,605.44	13.38%
Contingency	43,854.83	23,934.30	
Contingency (based on percent income)	4.57%	16.33%	



Tehama County

Agenda Request Form

File #: 25-1649

Agenda Date: 10/6/2025

Agenda #: 6.

2026 Meeting Schedule

Requested Action(s)

Review and approve the 2026 meeting schedule as presented.

Financial Impact:

Background Information:

The proposed 2026 Meeting Schedule for the Tehama County Solid Waste Management Agency Full Board and Executive Committee is as follows:

Month	FB	EC
January	5th	-----
February	-----	5th (C)
March	-----	5th (RB)
April	6th	-----
May	-----	7th (RB)*
June	1st*	4th (C)*
July	6th	-----
August	-----	6th (RB)
September	-----	3rd (RB)
October	5 th	-----
November	-----	5th (C)
December	-----	3rd (RB)

Full Board Meetings- quarterly on the first Monday of the month at 8:30AM in the Tehama County Board Chambers.

Executive Committee Board Meetings - occurs at 3:00PM on the first Thursday of months when the Full Board does not meet, with every third meeting in Corning.

* Per the Landfill Operations Agreement, a special meeting will also be held in the late May/early June timeframe to approve tipping fees for the next fiscal year. As such, a Special Full Board meeting will be held on Monday, June 1st at 8:30AM in the Tehama County Board Chambers. Due to the Special Full Board meeting, I propose to cancel the May and June Executive Committee meetings.

Also please note, per Government Code section 54955, the JPA may adjourn a meeting and continue it to a later date as long as a copy of the order or notice of adjournment is conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. The legislative body and the local

newspaper must also be notified of the adjournment.



Tehama County

Agenda Request Form

File #: 25-1651

Agenda Date: 10/6/2025

Agenda #: 7.

Pay In Lieu of Vacation/Personal Time Off

Requested Action(s)

Approve the compensation of twenty hours of accumulated PTO leave, in lieu of PTO time off with pay prior to the end of 2025.

Financial Impact:

As listed.

Background Information:

The employees that are represented by the Joint Council bargaining unit as well as the Agency Manager are eligible to receive pay in lieu of vacation up to 40 hours or pay in lieu of Personal Time Off up to 60 hours, respectively, if the employee meets the requirements specified in their MOU or employment contract.

For the 2025 calendar year, one employee of the Agency meets the requirements as specified by the employee's respective employment contract, and the employee is requesting to receive pay in lieu, totaling \$1,022.20. The FY 2025/2026 budget has \$1,022.20 allocated to Pay in Lieu/Misc. Payments.



Tehama County

Agenda Request Form

File #: 25-1715

Agenda Date: 10/6/2025

Agenda #: 8.

December 24, 2025 Office Closure Proposal

Requested Action(s)

Recommend approval of the closure of the Tehama County Solid Waste Management Agency office on December 24, 2025.

Financial Impact:

Background Information:

Tehama County policy allows for closure on the day before the Christmas holiday if all employees unanimously agree through an anonymous ballot. As Christmas will be observed on Thursday, December 25th, that day would be Wednesday, December 24th, 2025. Consistent with Tehama County Departments, Agency staff were confidentially polled. If approved, the office would close on December 24th, but the Landfill would remain open.

Per the Landfill and MRF Operations Agreement with Waste Connections, the Tehama County/ Red Bluff Landfill will be closed on December 25th.



Tehama County

Agenda Request Form

File #: 25-1655

Agenda Date: 10/6/2025

Agenda #: 9.

Agency Staffing and Structure

Requested Action(s)

Provide direction to staff regarding transitioning to an internal staffing structure for the Agency.

Financial Impact:

Background Information:

PRC 40970 authorizes jurisdictions to form a “Regional Agency” to implement the requirements of the Integrated Waste Management Act of 1989, thereby creating a legal partnership of two or more cities or counties to form a waste management agency or authority that is authorized to implement, monitor and report on waste management programs on behalf of its member jurisdictions. In the absence of a regional agency, each jurisdiction is required to fulfill these requirements independently.

The Tehama County Solid Waste Management Agency is a Regional Agency as defined in statute, and has been authorized to implement and report on solid waste programs on behalf of each of its member jurisdictions (County of Tehama, City of Red Bluff, City of Corning, and City of Tehama). Additionally, the Agency has been delegated other responsibilities that are outside of the scope of traditional regional agencies but are commonly incorporated. Such additional tasks include landfill, transfer station or composting facility operation and ownership oversight.

Regional agencies are separate legal governmental entities and are not considered county or city departments; however, in some cases, member jurisdictions may provide some services to the regional agency. In the case of the Agency, the Agency has contracted with the County of Tehama to provide accounting and auditing services, personnel-related support, administration of benefits for the Agency Manager, and staffing for the Agency, as outlined in the attached Administrative Services Agreement, in addition to other services. In return, the Agency is responsible for actual time and expense of personnel used at the Tehama County Auditor-Controller’s office, payment of a quarterly administrative services fee, all actual expenses related to County employees provided to staff the Agency, and any other operational expense of the Agency.

The current arrangement has historically proven to be beneficial to the Agency, but staffing shortages have highlighted that the Agency has little ability to address staffing issues for positions staffed by County-provided employees. Ultimately, the Tehama County Board of Supervisors has the ability to make personnel-related decisions that impact the operation of the Agency. As the Agency is a regional agency, it has contractual responsibilities to all member jurisdictions, unlike County departments, so the ability to address staffing needs to fulfill the Agency’s commitment to all its membership is critical. Further, it is highly likely that if the employer of record were to be challenged in a labor dispute, the Agency would ultimately be found to be the employer as the Agency Manager oversees hiring, training, discipline, promotions and other employee-related matters, although it is

typically addressed in consultation with Tehama County Personnel.

At the January 9, 2023 Board of Directors meeting the Board authorized staff to bring back a proposed staffing structure for consideration and Agency staff were authorized to move forward at the April 3, 2023 Board of Directors meeting. Tehama County Personnel asked if Joint Council wanted to meet and confer in an email dated April 20, 2023. After several requests from Tehama County Personnel for a response from Joint Council, their Business Representative responded on September 5, 2023, and agreed to the proposed changes. However, due to unforeseen circumstances unrelated to these proposed changes the Agency did not bring them back for formal adoption by the Board.

Agency staff are seeking to continue this process, and the Board of Directors will need to adopt the resolution establishing the Agency positions, approve the revised Administrative Services Agreement with the County and adopt the Employee Discipline Policy. The County would then remove the positions from the PAL and approve the Administrative Services Agreement. If no changes are requested, these documents will be brought back at the January 5, 2026 Board of Directors meeting for approval.

AGREEMENT BETWEEN THE TEHAMA COUNTY SOLID WASTE
MANAGEMENT AGENCY, A JOINT POWERS AUTHORITY, AND THE COUNTY
OF TEHAMA CONCERNING ADMINISTRATIVE SERVICES PROVIDED TO THE
TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

This Administrative Services Agreement (“Agreement”) is made effective as of July 1, 2021, by and between the County of Tehama (“County”) and the Tehama County Solid Waste Management Agency (“Agency”).

RECITALS

WHEREAS, the Agency was established through a joint powers agreement by and between the County and the City of Red Bluff on or about June 30, 1997; and

WHEREAS, on or about July 1, 2015, the joint powers agreement was amended and restated, reconstituting the Agency as the Tehama County Solid Waste Management Agency and adding the cities of Corning and Tehama as parties to the joint powers agreement; and

WHEREAS, the principle mission and powers of the Agency are described in the “Amended and Restated Joint Powers Agreement Reconstituting the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency” entered into on or about July 1, 2015 (“JPA Agreement”); and

WHEREAS, administrative staff, including the Agency Manager, are necessary to the day-to-day operation of the Agency; and

WHEREAS, the Agency desires to have the County provide the administrative staff, not including the position of Agency Manager, necessary for the operation of Agency, wherein the administrative staff would remain employees of County, with the County responsible for providing payroll, personnel, purchasing, warrant preparation, and general accounting services for those staff members and administration of the Agency; and

WHEREAS, the Agency further desires to use County personnel as staff to work under the direction of the Agency Manager; and

WHEREAS, the County is willing to provide staff persons, payroll, personnel, purchasing, warrant preparation and general accounting services to the Agency in return for reimbursement by the Agency for the costs associated with the staffing and administrative services, and under the terms set forth herein.

AGREEMENT

In consideration of the Recitals above and the terms and conditions set forth herein, the parties agree as follows:

1. Contractual Relationship

- A. The County will provide labor, related human resource functions and accounting services for employees assigned to the Agency and the Agency Manager for a fee based upon the actual cost of the employees to the County. The employees provided by the County to perform services for the Agency ("Employees") are identified in Exhibit A which is attached hereto and incorporated herein by this reference.
- B. Employees provided by the County under this Agreement shall remain employees of the County and shall have no claim to wages, benefits, pensions or any other rights provided by the Agency to Agency employees.
- C. The Agency Manager shall in no manner be an employee, contractor or agent of the County. The Agency Manager is an employee of the Agency and serves at the pleasure of that body.
- D. The County and Agency agree that the Agency shall neither have, nor assume any liability for, the direct payment of wages and/or other compensation or benefits due and owing to Employees performing services pursuant to this Agreement. The County will indemnify and hold the Agency harmless from and against all such claims by Employees in accordance with the terms of this Agreement.

2. Responsibilities of the County

- A. The County shall make available and assign to the Agency the Employees to provide the services specified in the JPA Agreement, attached hereto and incorporated herein by this reference. Prior to assignment, the County shall certify that each Employee meets the minimum qualifications for the position and is currently capable of performing all essential functions of the position with or without reasonable accommodation.
- B. The County shall coordinate with the Agency for all new recruitments to fill positions vacated by Employees.
- C. Employees and the Agency Manager shall be covered by the County's health insurance, retirement plan, and worker's compensation liability insurance, at the same terms and rates as all similarly situated County employees. The Agency shall reimburse the County for the cost of this coverage per the terms set forth in this Agreement.
- D. During the term of this Agreement, the County shall be responsible for the full payment of wages, benefits, retirement contributions and any other employment-

related payment to Employees regardless of payment from the Agency to the County.

- E. The County shall be responsible for the administration, collection and disbursement of all Employees' and the Agency Manager's W-2 payroll, including the calculation of the Employees' and Agency Manager's gross wage entitlement, withholdings from Employees' and the Agency Manager's wages and payment of those withholdings.
- F. The County shall be responsible for all employer tax-reporting functions as required by law for all Employees and the Agency Manager.
- G. Annually, the Agency will establish a budget that includes the cost of the Agency Manager and Employees, and all expenses related thereto. To assist in determining the budget, the County will advise the Agency of the total costs required by staff supplied by the County and the projected cost of services provided. Information on these total costs provided by the County will be provided on or around the 1st of the month of April, which will provide the Agency sufficient time to incorporate the information into the Agency budget.
- H. Subject to the provisions of Section 4.B below, the County shall have an independent right to evaluate, reassign, discipline and/or terminate the employment of Employees. The County shall provide prompt written notice to the Agency of any action taken which results in an Employee being unavailable for duty under the terms of this Agreement.
- I. The County shall be solely responsible for collective bargaining with the Employees or their bargaining representative regarding any terms and conditions of employment controlled by the County, or as required by law, or by County ordinances, policies or agreements. The County shall indemnify and hold the Agency harmless from and against any and all claims pertaining to collective bargaining by Employees or their bargaining representative in accordance with the terms of this Agreement.

3. Responsibilities of the Agency

- A. Subject to the approval and direction of the Agency Board of Directors with respect to the level of service to be provided and corresponding number of employees required, the Agency shall have the sole discretion with respect to the number of employees needed and their respective individual hours of work including overtime (if any), taking into account factors such as services needed and the working hours of other similarly situated employees. Unless otherwise approved by the Agency Board of Directors with an approving vote, the County shall not have the authority to reduce the number of Employees providing service under this Agreement or cause Employees to work less than forty (40) hours per week (subject to Employees taking holiday, vacation, or other required or

disciplinary time off), or to otherwise interfere with any rights such Employees have under the law and/or the County's rules, regulations, MOUs, ordinances, resolutions, and/or policies. The parties understand and acknowledge that changes to the hours of work of Employees and/or interference with any rights which such Employees may have under the law and/or the County's rules, regulations, MOUs, ordinances, resolutions and/or policies may be subject to collective bargaining requirements, and the Agency will abide by any changes to the Employees' workweek made by way of collective bargaining. In the event the Agency Board of Directors reduces the level of service such that any particular position is no longer needed to provide services under this Agreement, the position shall be deemed "Vacant," the effected Employee shall no longer be assigned to the Agency under this Agreement, and the County, in its sole discretion, can take any other action the County deems appropriate regarding the Employee in accordance with its rules, regulations, MOUs, ordinances, resolutions and/or other applicable policies.

- B. The Agency shall have the right and responsibility to supervise and direct each Employee providing services pursuant to this Agreement and in compliance with County's rules, regulations, MOUs, ordinances, resolutions, and/or policies. Such supervision and direction shall include, but shall not be limited to, scheduling, training, directing work assignments and tasks, and providing oral and written feedback to Employees regarding their performance. Upon request of the County, the Agency shall provide written input for use in evaluating the Employee's job performance.
- C. The parties acknowledge that many of the Agency's functions are essential, time-sensitive functions for which immediate staffing is critical. The Agency shall have the authority to appointment temporary employees as needed to meet short-term Agency functions within the approved budget as authorized by the Agency Board of Directors. However, notwithstanding this provision, the Agency shall not have the authority to exercise this discretion in a manner which would interfere with any rights which Employees have under the law and/or the County's rules, regulations, MOUs, ordinances, resolutions and/or policies.
- D. The Agency and the County shall cooperate with one another to ensure compliance with all safety and employment-related federal and state laws and regulations, including, but not limited to, the Family Medical Leave Act, California Family Rights Act, California Fair Employment and Housing Act, Americans with Disabilities Act, Fair Labor Standards Act, and OSHA safety rules.
- E. The Agency shall post any and all required Employee notices in a designated location at the Agency's administrative office.
- F. The Agency shall pay all invoices submitted by the County in accordance with this Agreement within 30 days of receipt. At the request of the County, the

Agency may also pay from funds placed on deposit with the County by the Agency for expenses incurred by the Agency. Payment shall be in a manner prescribed by the County and will be made only under procedures established by the County. Such payments may only be made from funds budgeted for the expenditure.

4. Changes in Employees' County Employment Status

- A. The County may not terminate, lay-off, or cause to retire Employees, nor request payment for any increase or reduction in pay, without first providing the Agency with thirty (30) days advance written notice. In the event of an emergency, the County shall provide the Agency with notice as soon as practicable. The Agency's liability for payment of Employees' wages and benefits is for the wage and benefit levels in place on the effective date of this Agreement along with any wage increases or concessions provided to the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO bargaining unit as a whole. Without pre-approval of the Agency, the Agency will not be responsible for paying the cost of any additional benefits or wages for Employees beyond what the County agrees to provide this bargaining unit as a whole through the collective bargaining process.
- B. The County agrees to the Agency's involvement in addressing and resolving employee disciplinary issues. For any County employees assigned to the Agency, the Agency will assess performance and determine when to pursue disciplinary action in compliance with County's rules, regulations, MOUs, ordinances, resolutions, and/or policies. The Agency will consult with the County as to appropriate disciplinary action, and the Agency (based on the input of the relevant supervisory and managerial employees) will make the determination as to what discipline (if any) is appropriate. Thereafter, if disciplinary action is warranted, the County will expeditiously process disciplinary action in a manner consistent with the County's disciplinary process. Employees will be afforded all due process rights available to them. If termination is warranted, the County will assume responsibility for processing the termination, preparing the documentation, and addressing any subsequent appeals in accordance with the applicable rules. The Agency will be responsible for Employee cost up to the date of the termination. The position will be declared "vacant" as of the effective date of the termination set forth in the notice of final discipline issued following the Skelly hearing (and from which the administrative appeal, if any, may be taken). The parties understand, acknowledge, and agree that a breach of this provision would constitute a material breach of this Agreement and that pecuniary compensation could not afford adequate relief and/or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief and, thus, injunctive relief may be sought in addition to any other relief which may otherwise be available by law, but only after the parties first mediate this dispute in accordance with Section 5.H.

5. Processing, Fees and Payments

- A. Timecards or similar timekeeping records used to report the basis of Employees' and the Agency Manager's hours worked shall be supplied by the County or provided to the County in a format acceptable to the County. These forms shall be completed by the Employees and the Agency Manager at the end of each pay period and it is the Employees' and Agency Manager's responsibility (with certification by the Agency Manager and review by County payroll staff) to report accurately and timely the hours worked and other basis for compensation of Employees. Once completed, the forms shall be submitted by the Agency to the County for processing in a method acceptable by the County.
- B. Employees and the Agency Manager will be paid wages by the County in accordance with the County's regular payroll method and schedule.
- C. Each month, the County shall provide the Agency an accounting of all payments made.
- D. The County shall provide to the Agency an accounting of all money deposited with the County and all disbursements made by the County on behalf of Agency.
- E. In the event the Agency Manager or Employees provide services other than to the Agency, the County shall account for, document and bill for such services and the revenue shall be deposited in the account maintained by the County for payment of Agency expenses.
- F. The County may charge, and the Agency agrees to pay, the County's actual cost of the services provided in accordance with the terms and conditions of this Agreement, which are described in Exhibit D attached hereto and incorporated herein by this reference.
- G. In addition to actual costs associated with the Agency Manager and Employees, the County may charge, and the Agency agrees to pay, a flat fee for administrative services in the amount of \$18,416 per fiscal year beginning the 2021-2022 fiscal year. The amount to which the County is entitled shall be adjusted each fiscal year, compounded by a percentage equal to the percentage change in the average cost of salary and benefits for job classes within the Tehama County Auditor-Controller's office during the calendar year ending the preceding December 31.
- H. Any dispute between the parties, including disputes regarding the actual cost or administrative services fee, or calculation thereof, shall be submitted to mediation prior to initiation of litigation. The mediator shall be an individual approved by both parties and any and all costs associated with the mediation shall be equally shared by the parties. No party shall unreasonably delay the mediation process nor refuse to participate. Both parties shall act in good faith to resolve the dispute in a

fair and equitable matter. Notwithstanding the foregoing, if the dispute has not been resolved within ninety (90) days of the date of the original invoice which is the subject of the dispute, the obligation to mediate shall be excused and either party may immediately initiate litigation.

- I. All fees and costs shall be invoiced by the County on a minimum of a quarterly basis. The Agency shall pay the County in accordance with Section 3.F above.

6. Insurance

- A. The Agency and the County shall each maintain at their sole respective cost and expense, and keep in force during the term of this Agreement, the insurance coverages set forth in Exhibit C to protect Employees' activities which are performed under the Agency's supervision and direction, including "contract employees" in the definition of "employees."
- B. If the policies or coverages required by Exhibit C are terminated for any reason during the term of this Agreement, then the party whose coverage has terminated shall either purchase a replacement policy with a restorative date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- C. If this Agreement is terminated, both the Agency and the County shall maintain the respective policies required by Exhibit C above in effect on the date of termination for a period of not less than two years therefrom. If either party's policy is terminated for any reason during the two year period, then the party whose policy has terminated shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

7. Safe Work Environment

The Agency agrees to comply with all legally imposed safety practices, procedures, and policies adopted by the County, with respect to Employees and their activities. The Agency shall advise the County of all work-related accidents, injuries and/or illnesses of Employees or the Agency Manager. The Agency further agrees to provide a DWC-1 form or equivalent (for the purpose of workers' compensation) promptly to any Employee involved in a work-related accident, injury or illness, and facilitate the Employees' receipt of medical care if needed.

8. Term and Termination of Agreement

- A. Commencement of the Agreement shall be effective July 1, 2021 and shall continue until terminated by mutual agreement of the parties or upon sixty (60) days written notice by one party to the other party.
- B. This Agreement shall automatically terminate upon the effective date of the dissolution of the Agency. Upon dissolution of the Agency, if any remaining liabilities exist pursuant to the terms of this Agreement, those liabilities shall be contributed to the Members of the Agency pursuant to the terms of the Joint Powers Agreement which created the Agency, or otherwise as permitted by California law.

9. Indemnification

- A. Except as otherwise provided in this Agreement, the Agency shall indemnify, defend and hold harmless the County, members of the Tehama County Board of Supervisors, its officers, agents, and employees from any and all claims, loss, cost, expenses (including, but not limited to, attorney's fees and litigation costs incurred by the County), injury, or damage that arise in any way from any acts or omissions or intentional tortious conduct of the Agency, members of the Agency Board of Directors, its officers, agents and employees, or any of its subcontractors or subconsultants used in performance of this Agreement.
- B. Except as otherwise provided in this Agreement, the County shall indemnify, defend, and hold harmless the Agency, members of the Agency Board of Directors, its officers, agents and employees from any and all claims, loss, cost expenses (including, but not limited to, attorney's fees and litigation costs incurred by the Agency), injury, or damage that arise in any way from any acts or omissions or intentional tortious conduct of the County, members of the Tehama County Board of Supervisors, its officers, agents and employees, or any of its subcontractors or subconsultants used in performance of this Agreement.
- C. The provisions of paragraphs A and B above shall survive termination of this Agreement. The parties agree to notify each other immediately upon assertion or possible assertion of any such claim and to cooperate with one another in the investigation and defense of said claim.

10. Subcontracts/Assignments

The parties shall not assign or subcontract this Agreement without the written consent of the other party.

11. Waiver

A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

12. Notices

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

To County: County of Tehama
ATTN: County Chief Administrator
727 Oak Street
Red Bluff, CA 96080

To Agency: Tehama County Solid Waste Management Agency
ATTN: Agency Manager
20000 Plymire Road
Red Bluff, CA 96080

13. Severability

If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

14. Governing Law and Venue

This Agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California. Venue for any acting arising in this Agreement shall be in Tehama County, California.

15. Amendments

This Agreement may be modified only by a written agreement executed by all parties to the Agreement.

16. Entire Agreement

The parties agree that this understanding is a complete agreement and supersedes all previous understandings, whether written or oral, of the parties. This Agreement shall not be amended, except in writing that is executed by authorized representatives of both parties.

17. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

18. Audit

The following audit requirements apply from the effective date of this Agreement until three years after termination of this Agreement:

- A. Each party shall allow the other and the State of California, or their duly authorized representatives, to inspect, audit and copy the other party's records as needed to evaluate and verify any invoices, payments and claims that either party submits or that any payee of the other party submits to that party in connection with this Agreement. The term "records" includes, but is not limited to, correspondence, accounting records, subcontract files, task orders, change order files and any other supporting evidence relevant to the invoices, payments or claims.
- B. The parties shall be subject to the examination and audit of the State of California Auditor, at the request of either party or as part of any audit of either the County or the Agency. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including, but limited to, administration costs.
- C. This section shall survive the termination of the Agreement.

19. Employment Practices

Each party, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex disability, marital status, or any other status protected by applicable federal or state law in its employment practices.

20. Compliance with Laws

All services and obligations set forth in this Agreement shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.

21. Authority

Each party executing this Agreement and each person executing this Agreement in any representative capacity hereby warrant to all other parties that they have

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

EXHIBIT A

The positions to be created by the Agency and staffed with County employees during the term of this Agreement shall be:

Position	Number of FTEs
Recycling Coordinator I/II	2
Organic Materials Program Coordinator	1

These classification specifications are collectively attached hereto in Exhibit B. The Agency has agreed to staff these positions with these specified County employees and to use these position titles and descriptions during the term of this Agreement. Each Employee will perform the duties as specified in the applicable job description along with any other related tasks which the Employee has historically been called upon to perform.

EXHIBIT B

Classification Specifications

EXHIBIT C

Insurance Requirements

The Agency and the County shall procure and maintain, for the term set forth in Section 8, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described in the Agreement and the results of that work by Agency or County, his/her agents, representatives, employees or subcontractors. At a minimum, Agency and County shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

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

Automobile Liability

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

Professional Liability (Contractor/Professional services standard agreement only)

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

and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

If for any reason, either party fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. Either party, in its sole option, may terminate the contract and obtain damages from the other entity resulting from breach.

Policy Obligations

Neither the Agency's nor the County's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

EXHIBIT D
JPA Agreement

EXHIBIT E

Schedule of Cost Factors

The Agency will pay to the County the following items for Employees assigned under this Agreement and the Agency Manager, including the following specific categories of payments and no others:

- A. Payroll and benefit expenses for Employees assigned to the Agency under this Agreement and the Agency Manager, including the following costs and no others:
 - a. Wages for hours actually worked, which includes overtime expenses for time devoted to the Employees' usual and customary work assignment;
 - b. Any other compensation or allowance provided to employees represented by the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO bargaining unit as a whole;
 - c. Any other compensation or allowance provided to the Agency Manager as agreed upon and explicitly stated in the Employment Agreement between the Agency Manager and the Agency Board of Directors;
 - d. The employer's share of required state and federal tax and Social Security payments made on behalf of Employees assigned to the Agency under this Agreement, during the term of this Agreement, and the Agency Manager.
 - e. Paid leave (whether in the form of sick leave, vacation, personal days, holidays, compensatory time off) when taken by Employees during the employment or upon separation of employment when that separation occurs during the term of this Agreement (the payout of accrued leave upon separation); and
 - f. Benefit payments, including the employer contribution for retirement and the actual cost of County-provided group insurance plans provided to eligible Employees, under any applicable MOU for all Employees assigned to the Agency and the Agency Manager. This includes the cost of the employer's portion of retirement benefits, group health insurance, group dental insurance, group life insurance, and group vision insurance.
- B. Actual labor cost for accounting services provided by the Tehama County Auditor-Controller's Office;
- C. Workers' Compensation for the Agency Manager and Employees assigned to the Agency under the terms of this Agreement;
- D. An administrative services fee to compensate the County for all administrative services provided to the Agency not explicitly stated above, including, but not limited to, personnel support, purchasing, warrant preparation, and safety.

AGREEMENT BETWEEN THE TEHAMA COUNTY SOLID WASTE
MANAGEMENT AGENCY, A JOINT POWERS AUTHORITY, AND THE COUNTY
OF TEHAMA CONCERNING ADMINISTRATIVE SERVICES PROVIDED TO THE
TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

This Administrative Services Agreement (“Agreement”) is made effective as of July 1, 2021, by and between the County of Tehama (“County”) and the Tehama County Solid Waste Management Agency (“Agency”).

RECITALS

WHEREAS, the Agency was established through a joint powers agreement by and between the County and the City of Red Bluff on or about June 30, 1997; and

WHEREAS, on or about July 1, 2015, the joint powers agreement was amended and restated, reconstituting the Agency as the Tehama County Solid Waste Management Agency and adding the cities of Corning and Tehama as parties to the joint powers agreement; and

WHEREAS, the principle mission and powers of the Agency are described in the “Amended and Restated Joint Powers Agreement Reconstituting the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency” entered into on or about July 1, 2015 (“JPA Agreement”) and any successor amendments; and

WHEREAS, administrative staff, including the Agency Manager, Organic Materials Program Coordinator and Recycling Program Analyst I/II, are necessary to the day-to-day operation of the Agency; and

WHEREAS, the Agency desires to have the County provide certain services the administrative staff, not including the position of Agency Manager, necessary for the operation of Agency, wherein the administrative staff would remain employees of County, with the County responsible for providing including payroll, personnel, purchasing, warrant preparation, and general accounting services for those staff members and administration employees of the Agency; and

~~WHEREAS, the Agency further desires to use County personnel as staff to work under the direction of the Agency Manager; and~~

WHEREAS, the County is willing to provide staff persons for, payroll, personnel, purchasing, warrant preparation and general accounting services to the Agency in return for reimbursement by the Agency for the costs associated with the staffing and administrative services, and under the terms set forth herein.

AGREEMENT

In consideration of the Recitals above and the terms and conditions set forth herein, the parties agree as follows:

1. Contractual Relationship

A. The County will provide labor, related human resource functions and accounting services ~~for employees assigned to the Agency and the~~ for employees of the Agency, including the positions of Agency Manager, Organic Materials Program Coordinator and Recycling Program Analyst I/II, hereinafter referred to as "Employees" for a fee based upon the actual cost ~~of the employees~~ to the County. ~~The employees provided by the County to perform services for the Agency ("Employees") are identified in Exhibit A which is attached hereto and incorporated herein by this reference.~~

~~B. Employees provided by the County under this Agreement shall remain employees of the County and shall have no claim to wages, benefits, pensions or any other rights provided by the Agency to Agency employees.~~

~~C.B.~~ The Agency Manager ~~Employees~~ shall in no manner be ~~an~~ employees, contractors or agents of the County. ~~The Employees are~~ Agency Manager is an employees of the Agency and serves at the pleasure of that body.

~~D. The County and Agency agree that the Agency shall neither have, nor assume any liability for, the direct payment of wages and/or other compensation or benefits due and owing to Employees performing services pursuant to this Agreement. The County will indemnify and hold the Agency harmless from and against all such claims by Employees in accordance with the terms of this Agreement.~~

2. Responsibilities of the County

~~A. The County shall make available and assign to the Agency the Employees to provide the services specified in the JPA Agreement, attached hereto and incorporated herein by this reference. Prior to assignment, the County shall certify that each Employee meets the minimum qualifications for the position and is currently capable of performing all essential functions of the position with or without reasonable accommodation.~~

~~B.A.~~ The County shall coordinate with the Agency for all new recruitments to fill positions vacated by Employees.

~~C.B.~~ Employees ~~and the Agency Manager~~ shall be covered by the County's health insurance, retirement plan, and worker's compensation liability insurance, at the same terms and rates as all similarly situated County employees. The

Agency shall reimburse the County for the cost of this coverage per the terms set forth in this Agreement.

~~D.C.~~ During the term of this Agreement, the County shall be responsible for the full payment of wages, benefits, retirement contributions and any other employment-related payment to Employees regardless of payment from the Agency to the County.

~~E.D.~~ The County shall be responsible for the administration, collection and disbursement of all Employees' ~~and the Agency Manager's~~ W-2 payroll, including the calculation of the Employees' ~~and Agency Manager's~~ gross wage entitlement, withholdings from Employees' ~~and the Agency Manager's~~ wages and payment of those withholdings.

~~F.E.~~ The County shall be responsible for all employer tax-reporting functions as required by law for all Employees ~~and the Agency Manager~~.

~~G.F.~~ Annually, the Agency will establish a budget that includes the cost of the ~~Agency Manager and~~ Employees, and all expenses related thereto. To assist in determining the budget, the County will advise the Agency of the total costs required by staff supplied by the County and the projected cost of services provided. Information on these total costs provided by the County will be provided on or around the 1st of the month of April, which will provide the Agency sufficient time to incorporate the information into the Agency budget.

~~H.G.~~ Subject to the provisions of Section 4.B below, the County shall not have an independent right to evaluate, reassign, discipline and/or terminate the employment of Employees. ~~The County shall provide prompt written notice to the Agency of any action taken which results in an Employee being unavailable for duty under the terms of this Agreement.~~

~~I.~~ ~~The County shall be solely responsible for collective bargaining with the Employees or their bargaining representative regarding any terms and conditions of employment controlled by the County, or as required by law, or by County ordinances, policies or agreements. The County shall indemnify and hold the Agency harmless from and against any and all claims pertaining to collective bargaining by Employees or their bargaining representative in accordance with the terms of this Agreement.~~

3. Responsibilities of the Agency

A. Subject to the approval and direction of the Agency Board of Directors with respect to the level of service to be provided and corresponding number of employees required, the Agency shall have the sole discretion with respect to the number of employees needed and their respective individual hours of work including overtime (if any), ~~taking into account factors such as services needed~~

~~and the working hours of other similarly situated employees.~~ Unless otherwise approved by the Agency Board of Directors with an approving vote, the County shall not have the authority to ~~reduce the number of Employees providing service under this Agreement or cause Employees to work less than forty (40) hours per week (subject to Employees taking holiday, vacation, or other required or disciplinary time off), or to~~ otherwise interfere with any rights such Employees have under the law and/or the County's rules, regulations, MOUs, ordinances, resolutions, and/or policies. ~~The parties understand and acknowledge that changes to the hours of work of Employees and/or interference with any rights which such Employees may have under the law and/or the County's rules, regulations, MOUs, ordinances, resolutions and/or policies may be subject to collective bargaining requirements, and the Agency will abide by any changes to the Employees' workweek made by way of collective bargaining. In the event the Agency Board of Directors reduces the level of service such that any particular position is no longer needed to provide services under this Agreement, the position shall be deemed "Vacant," the effected Employee shall no longer be assigned to the Agency under this Agreement, and the County, in its sole discretion, can take any other action the County deems appropriate regarding the Employee in accordance with its rules, regulations, MOUs, ordinances, resolutions and/or other applicable policies.~~

- B. The Agency shall have the right and responsibility to supervise and direct each Employee ~~providing services~~ pursuant to this Agreement, provided that such supervision and direction shall be ~~and~~ in compliance with County's rules, regulations, ~~MOUs~~, ordinances, resolutions, and/or policies. Such supervision and direction shall include, but shall not be limited to, scheduling, training, directing work assignments and tasks, and providing oral and written feedback to Employees regarding their performance. ~~Upon request of the County, the Agency shall provide written input for use in evaluating the Employee's job performance.~~
- C. The parties acknowledge that many of the Agency's functions are essential, time-sensitive functions for which immediate staffing is critical. The Agency shall have the authority to appoint ~~ment~~ temporary employees as needed to meet short-term Agency functions within the approved budget as authorized by the Agency Board of Directors. However, notwithstanding this provision, the Agency shall not have the authority to exercise this discretion in a manner which would interfere with any rights which Employees have under the law and/or the County's rules, regulations, ~~MOUs~~, ordinances, resolutions and/or policies.
- D. The Agency and the County shall cooperate with one another to ensure compliance with all safety and employment-related federal and state laws and regulations, including, but not limited to, the Family Medical Leave Act, California Family Rights Act, California Fair Employment and Housing Act, Americans with Disabilities Act, Fair Labor Standards Act, and OSHA safety rules.

- E. The Agency shall post any and all required Employee notices in a designated location at the Agency's administrative office.
- F. The Agency shall pay all invoices submitted by the County in accordance with this Agreement within 30 days of receipt. At the request of the County, the Agency may also pay from funds placed on deposit with the County by the Agency for expenses incurred by the Agency. Payment shall be in a manner prescribed by the County and will be made only under procedures established by the County. Such payments may only be made from funds budgeted for the expenditure.

4. Changes in Employees' County Employment Status

- A. The County may not terminate, lay-off, or cause to retire Employees, nor request payment for any increase or reduction in pay not authorized by the Agency Board of Directors, without first providing the Agency with thirty (30) days advance written notice. In the event of an emergency, the County shall provide the Agency with notice as soon as practicable. The Agency's liability for payment of Employees' wages and benefits is for the wage and benefit levels in place on the effective date of this Agreement along with any wage increases or concessions provided to the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO bargaining unit as a whole. Without pre-approval of the Agency, the Agency will not be responsible for paying the cost of any additional benefits or wages for Employees beyond what the County agrees to provide this bargaining unit as a whole through the collective bargaining process.
- B. The County-Agency agrees to the Agency's County's involvement in will addressing and resolving employee disciplinary issues pursuant to the Agency's Disciplinary Policy and to applicable County rules, regulations, ordinances, resolutions and/or policies. For any County employees assigned to the Agency, the Agency will assess performance and determine when to pursue disciplinary action in compliance with County's rules, regulations, MOUs, ordinances, resolutions, and/or policies. The Agency will conduct consult with the County as ~~to~~ appropriate disciplinary action, and the Agency (based on the input of the relevant supervisory and managerial employees) will make the determination as to what discipline (if any) is appropriate. Thereafter, if disciplinary action is warranted, the County and the Agency will expeditiously process disciplinary action in a manner consistent with the County's-Agency's disciplinary process. Employees will be afforded all due process rights available to them. If termination is warranted, the County-Agency will assume responsibility for processing the termination, and preparing the documentation, and addressing any subsequent appeals in accordance with the applicable rules. The Agency will be responsible for Employee cost up to the date of the termination. The position will be declared "vacant" as of the effective date of the termination set forth in the notice of final discipline issued following the Skelly hearing (and from which the administrative

~~appeal, if any, may be taken).~~ The parties understand, acknowledge, and agree that a breach of this provision would constitute a material breach of this Agreement and that pecuniary compensation could not afford adequate relief and/or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief and, thus, injunctive relief may be sought in addition to any other relief which may otherwise be available by law, but only after the parties first mediate this dispute in accordance with Section 5.H.

5. Processing, Fees and Payments

- A. Timecards or similar timekeeping records used to report the basis of Employees' ~~and the Agency Manager's~~ hours worked shall be supplied by the County or provided to the County in a format acceptable to the County. These forms shall be completed by the Employees ~~and the Agency Manager~~ at the end of each pay period and it is the Employees' ~~and Agency Manager's~~ responsibility (with certification by the Agency Manager and review by County payroll staff) to report accurately and timely the hours worked and other basis for compensation of Employees. Once completed, the forms shall be submitted by the Agency to the County for processing in a method acceptable by the County.
- B. Employees ~~and the Agency Manager~~ will be paid wages by the County in accordance with the County's regular payroll method and schedule.
- C. Each month, the County shall provide the Agency an accounting of all payments made.
- D. The County shall provide to the Agency an accounting of all money deposited with the County and all disbursements made by the County on behalf of Agency.
- E. In the event the ~~Agency Manager or~~ Employees provide services other than to the Agency, the County shall account for, document and bill for such services and the revenue shall be deposited in the account maintained by the County for payment of Agency expenses.
- F. The County may charge, and the Agency agrees to pay, the County's actual cost of the services provided in accordance with the terms and conditions of this Agreement, which are described in Exhibit ~~BD~~ attached hereto and incorporated herein by this reference.
- G. In addition to actual costs associated with the ~~Agency Manager and~~ Employees, the County may charge, and the Agency agrees to pay, a flat fee for administrative services in the amount of \$~~18,416~~ _____ per fiscal year beginning the ~~2021-~~ 2022 _____ fiscal year. The amount to which the County is entitled shall be adjusted each fiscal year, compounded by a percentage equal to the percentage change in the average cost of salary and benefits for job classes within the

Tehama County Auditor-Controller's office during the calendar year ending the preceding December 31.

- H. Any dispute between the parties, including disputes regarding the actual cost or administrative services fee, or calculation thereof, shall be submitted to mediation prior to initiation of litigation. The mediator shall be an individual approved by both parties and any and all costs associated with the mediation shall be equally shared by the parties. No party shall unreasonably delay the mediation process nor refuse to participate. Both parties shall act in good faith to resolve the dispute in a fair and equitable matter. Notwithstanding the foregoing, if the dispute has not been resolved within ninety (90) days of the date of the original invoice which is the subject of the dispute, the obligation to mediate shall be excused and either party may immediately initiate litigation.
- I. All fees and costs shall be invoiced by the County on a minimum of a quarterly basis. The Agency shall pay the County in accordance with Section 3.F above.

6. Insurance

- A. The Agency and the County shall each maintain at their sole respective cost and expense, and keep in force during the term of this Agreement, the insurance coverages set forth in Exhibit ~~CA~~ to protect Employees' activities which are performed under the Agency's supervision and direction, including "contract employees" in the definition of "employees."
- B. If the policies or coverages required by Exhibit ~~CA~~ are terminated for any reason during the term of this Agreement, then the party whose coverage has terminated shall either purchase a replacement policy with a restorative date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- C. If this Agreement is terminated, both the Agency and the County shall maintain the respective policies required by Exhibit ~~CA~~ above in effect on the date of termination for a period of not less than two years therefrom. If either party's policy is terminated for any reason during the two year period, then the party whose policy has terminated shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

7. Safe Work Environment

The Agency agrees to comply with all legally imposed safety practices, procedures, and policies adopted by the County, with respect to Employees and their activities. The Agency shall advise the County of all work-related accidents, injuries and/or illnesses of Employees ~~or the Agency Manager~~. The Agency further agrees to provide a DWC-1 form or equivalent (for the purpose of workers' compensation) promptly to any Employee involved in a work-related accident, injury or illness, and facilitate the Employees' receipt of medical care if needed.

8. Term and Termination of Agreement

- A. Commencement of the Agreement shall be effective July 1, 2021 and shall continue until terminated by mutual agreement of the parties or upon sixty (60) days written notice by one party to the other party.
- B. This Agreement shall automatically terminate upon the effective date of the dissolution of the Agency. Upon dissolution of the Agency, if any remaining liabilities exist pursuant to the terms of this Agreement, those liabilities shall be contributed to the Members of the Agency pursuant to the terms of the Joint Powers Agreement which created the Agency, or otherwise as permitted by California law.

9. Indemnification

- A. Except as otherwise provided in this Agreement, the Agency shall indemnify, defend and hold harmless the County, members of the Tehama County Board of Supervisors, its officers, agents, and employees from any and all claims, loss, cost, expenses (including, but not limited to, attorney's fees and litigation costs incurred by the County), injury, or damage that arise in any way from any acts or omissions or intentional tortious conduct of the Agency, members of the Agency Board of Directors, its officers, agents and employees, or any of its subcontractors or subconsultants used in performance of this Agreement.
- B. Except as otherwise provided in this Agreement, the County shall indemnify, defend, and hold harmless the Agency, members of the Agency Board of Directors, its officers, agents and employees from any and all claims, loss, cost expenses (including, but not limited to, attorney's fees and litigation costs incurred by the Agency), injury, or damage that arise in any way from any acts or omissions or intentional tortious conduct of the County, members of the Tehama County Board of Supervisors, its officers, agents and employees, or any of its subcontractors or subconsultants used in performance of this Agreement.
- C. The provisions of paragraphs A and B above shall survive termination of this Agreement. The parties agree to notify each other immediately upon assertion or possible assertion of any such claim and to cooperate with one another in the investigation and defense of said claim.

10. Subcontracts/Assignments

The parties shall not assign or subcontract this Agreement without the written consent of the other party.

11. Waiver

A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

12. Notices

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

To County: County of Tehama
 ATTN: County Chief Administrator
 727 Oak Street
 Red Bluff, CA 96080

To Agency: Tehama County Solid Waste Management Agency
 ATTN: Agency Manager
 20000 Plymire Road
 Red Bluff, CA 96080

13. Severability

If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

14. Governing Law and Venue

This Agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California. Venue for any acting arising in this Agreement shall be in Tehama County, California.

15. Amendments

This Agreement may be modified only by a written agreement executed by all parties to the Agreement.

16. Entire Agreement

The parties agree that this understanding is a complete agreement and supersedes all previous understandings, whether written or oral, of the parties. This Agreement shall not be amended, except in writing that is executed by authorized representatives of both parties.

17. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

18. Audit

The following audit requirements apply from the effective date of this Agreement until three years after termination of this Agreement:

- A. Each party shall allow the other and the State of California, or their duly authorized representatives, to inspect, audit and copy the other party's records as needed to evaluate and verify any invoices, payments and claims that either party submits or that any payee of the other party submits to that party in connection with this Agreement. The term "records" includes, but is not limited to, correspondence, accounting records, subcontract files, task orders, change order files and any other supporting evidence relevant to the invoices, payments or claims.
- B. The parties shall be subject to the examination and audit of the State of California Auditor, at the request of either party or as part of any audit of either the County or the Agency. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including, but limited to, administration costs.
- C. This section shall survive the termination of the Agreement.

19. Employment Practices

Each party, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex disability, marital status, or any other status protected by applicable federal or state law in its employment practices.

20. Compliance with Laws

All services and obligations set forth in this Agreement shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.

21. Authority

Each party executing this Agreement and each person executing this Agreement in any representative capacity hereby warrant to all other parties that they have full and complete authority to bind the entity on whose behalf the signing party is purporting to act.

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

Dated: TEHAMA COUNTY SOLID WASTE MANAGEMENT
AGENCY
("AGENCY")

By: _____
~~Kris Deiters~~ ~~Candy Carlson~~ Kris Deiters, Chair

Dated: THE COUNTY OF TEHAMA
("COUNTY")

By: _____
~~Dennis Garton~~ ~~Bill Moule~~ Matt Hansen, Chairman

Approved as to form:

By: _____
~~Richard Stout~~ Margaret Long
County Counsel

By: _____
Collin Bogener
Agency Counsel

EXHIBIT A

The positions to be created by the Agency and staffed with County employees during the term of this Agreement shall be:

Position	Number of FTEs
Recycling Coordinator I/II	2
Organic Materials Program Coordinator	1

These classification specifications are collectively attached hereto in Exhibit B. The Agency has agreed to staff these positions with these specified County employees and to use these position titles and descriptions during the term of this Agreement. Each Employee will perform the duties as specified in the applicable job description along with any other related tasks which the Employee has historically been called upon to perform.

EXHIBIT B

Classification Specifications

EXHIBIT **AE**

Insurance Requirements

The Agency and the County shall procure and maintain, for the term set forth in Section 8, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described in the Agreement and the results of that work by Agency or County, his/her agents, representatives, employees or subcontractors. At a minimum, Agency and County shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

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

Automobile Liability

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

Professional Liability (Contractor/Professional services standard agreement only)

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

and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

If for any reason, either party fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. Either party, in its sole option, may terminate the contract and obtain damages from the other entity resulting from breach.

Policy Obligations

Neither the Agency's nor the County's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

EXHIBIT BD

JPA Agreement

EXHIBIT ~~CE~~

Schedule of Cost Factors

The Agency will pay to the County the following items for Employees ~~assigned under this Agreement and the Agency Manager~~, including the following specific categories of payments and no others:

- A. Payroll and benefit expenses for Employees ~~assigned to the Agency under this Agreement and the Agency Manager~~, including the following costs and no others:
 - a. Wages for hours actually worked, which includes overtime expenses for time devoted to the Employees' usual and customary work assignment;
 - b. Cellular Telephone allowance of \$60 per month, which is not considered part of salary and not included in California Public Employees' Retirement System calculations.
 - a-c. Safety Shoe reimbursement of \$300 every two years, upon presentation of proof of purchase.
 - b-d. Any other compensation or allowance provided to employees represented by the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO bargaining unit as a whole;
 - e-e. Any other compensation or allowance provided to the Agency Manager as agreed upon and explicitly stated in the Employment Agreement between the Agency Manager and the Agency Board of Directors;
 - d-f. The employer's share of required state and federal tax and Social Security payments made on behalf of Employees assigned to the Agency under this Agreement, during the term of this Agreement, and the Agency Manager.
 - e-g. Paid leave (whether in the form of sick leave, vacation, personal days, holidays, compensatory time off) when taken by Employees during the employment or upon separation of employment when that separation occurs during the term of this Agreement (the payout of accrued leave upon separation); and
 - f-h. Benefit payments, including the employer contribution for retirement and the actual cost of County-provided group insurance plans provided to eligible Employees, ~~under any applicable MOU for all Employees assigned to the Agency and the Agency Manager~~. This includes the cost of the employer's portion of retirement benefits, group health insurance, group dental insurance, group life insurance, and group vision insurance.
- B. Actual labor cost for accounting services provided by the Tehama County Auditor-Controller's Office;
- C. Workers' Compensation for the ~~Agency Manager and Employees assigned to the Agency under the terms of this Agreement~~;
- D. An administrative services fee to compensate the County for all administrative services provided to the Agency not explicitly stated above, including, but not limited to, personnel support, purchasing, warrant preparation, and safety.

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY RESOLUTION NO. [REDACTED]

**RESOLUTION OF THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY
ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE
POSITIONS OF RECYCLING PROGRAM ANALYST I/II AND ORGANIC MATERIALS
PROGRAM COORDINATOR**

WHEREAS, the TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY, hereinafter “AGENCY” desires to employ persons to carry out the duties and responsibilities of the AGENCY; 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 employees; and

WHEREAS, the “employer of record” is AGENCY and positions identified herein are, for all purposes, employees of AGENCY and with respect to this resolution and these employees, the County of Tehama is only providing services as outlined in the Administrative Services Agreement entered into between AGENCY and County of Tehama effective [REDACTED], or any successor agreement, and any reference to County is for the convenience of AGENCY and is not intended to establish an employment relationship between County and employees of AGENCY, and

NOW, THEREFORE, BE IT RESOLVED that the AGENCY does hereby establish the wages, hours and other terms and conditions of employment for the Unrepresented employees designated in this resolution to be the same as described in the Memorandum of Understanding (M.O.U.) between the County of Tehama and the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO (Joint Council), effective July 2, 2023, or any successor agreement.

BE IT FURTHER RESOLVED that, notwithstanding any other provision of this resolution, the Unrepresented employees designated in this resolution will not be subject to the terms contained in the following articles: Recognition, Union Security, Union Communications and Meetings, Contract Dispute Resolution, or Discipline of the foregoing Memorandum of Understanding and any successor provision, or to any other provision of said Memorandum of Understanding inconsistent with the at-will status of the Unrepresented employees or otherwise inconsistent with any provision of this resolution.

BE IT FURTHER RESOLVED that the employees designated in this resolution will serve at the will and pleasure of the Agency Manager of the Tehama County Solid Waste Management Agency, and any disciplinary actions undertaken by the Agency Manager will be compliant to the Employee Discipline Policy adopted by AGENCY Board of Directors dated [REDACTED], or any successor policy.

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY RESOLUTION NO.
RECYCLING PROGRAM ANALYST I/II
ORGANIC MATERIALS PROGRAM COORDINATOR

Position	Range
Recycling Program Analyst I	29
Recycling Program Analyst II	33
Organic Materials Program Coordinator	39

BE IT FURTHER RESOLVED that the range placement provided herein for the Unrepresented employees designated in this resolution shall be effective **DATE**.

The foregoing resolution was offered on a motion by _____,
seconded by _____, and adopted by the following vote of the
Tehama County Solid Waste Management Agency Board of Directors:

AYES:

NOES:

ABSENT OR NOT VOTING:

Director Kris Deiters, Chairperson

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY EMPLOYEE DISCIPLINE POLICY

PURPOSE

The purpose of the Tehama County Solid Waste Management Agency (Agency) Employee Discipline Policy (Policy) is to outline the steps taken by the Agency Manager to address an employee's misconduct. The expectation is that employees will follow policies and procedures and correct behavior when instructed.

AGENCY MISSION STATEMENT

As approved by the Board of Directors, the Agency's mission statement is as follows:

The mission of the Tehama County Solid Waste Management Agency 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.

EMPLOYEE DISCIPLINE POLICY ELEMENTS

The Agency's Policy outlines a progressive disciplinary process comprised of five steps of increasing strictness. These steps are:

1. Verbal counseling with a written follow-up
2. Informal meeting with the Agency Manager with a written counseling memorandum
3. Formal written reprimand with corrective action
4. Penalties
5. Termination

All of the above-listed steps are official and will be documented by the Agency Manager. The Agency Manager may choose to repeat a step instead of moving forward if:

1. The step was not properly executed the first time by the Agency Manager.
2. The employee is exhibiting signs of improvement and the Agency Manager wants to provide additional support.
3. Conditions or parameters have changed enough to make repeating the step necessary.

The Agency Manager will notify an employee when the disciplinary process begins.

General Information

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

EMPLOYEE DISCIPLINE POLICY

This Policy is available to the public. For more information contact the Tehama County Solid Waste Management Agency at (530) 528-1103.

Procedures

Step One

When the Agency Manager issues a verbal warning to an employee, it will be done so confidentially if possible. A copy of applicable Personnel Rules or policies that have been violated will be provided to the employee. The progressive discipline process will be explained. A copy of this Policy will be provided to the employee. The Agency Manager will provide the employee with necessary coaching. A written follow-up summarizing the warning will be provided to the employee.

Step Two

The Agency Manager holds an informal meeting to discuss corrective actions with an employee. Employees will receive actionable feedback on how to correct the violation. A written follow-up summarizing the meeting will be provided to the employee.

Step Three

Employee receives a formal written reprimand. A written reprimand is a formal action that will be provided to an employee in writing and will note the nature of the rule violation and corrective action to be taken. An employee who receives a written reprimand may request additional information regarding the reason for the written reprimand, rule violated, or corrective action to be taken if not otherwise noted in the written reprimand. An employee who receives a written reprimand will be entitled to attach a written response to the written reprimand, and/or may request an informal meeting to discuss the written reprimand; the meeting will be the Agency Manager and the employee, and no other person will be present. The written reprimand will be kept in the employee's personnel file.

Step Four

Discipline may include suspension with or without pay, reduction in the employee's salary up to two steps on the salary range of the employee's classification or demotion.

Step Five

Employees who continue to violate Personnel Rules and/or policies may be terminated. This step will be in consultation with the Agency Attorney to ensure termination is fair.

Invocation of the Progressive Disciplinary Procedure

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

EMPLOYEE DISCIPLINE POLICY

The disciplinary process may begin from a different step or skip steps, according to the severity of an employee's misconduct as follows:

Performance Issues and/or Minor Offenses

Disciplinary process begins at Step One. Examples include, but are not limited to:

- Absenteeism
- Disregarding deadlines
- Noncompliance with health and safety standards
- Minor work-related mistakes

Serious Offenses and/or Repeating an Offense

For serious offenses or repeating an offense for which the progressive disciplinary process has already taken place, the disciplinary process begins at Step Three. Examples include, but are not limited to:

- Major work-related mistakes
- Rudeness or disrespect to customers, contractors or other employees
- Unwillingness to follow health and safety standards.

Severe Violations

Disciplinary proceedings begin at Step 4. Examples include, but are not limited to:

- Substance use during work hours
- Hostile or aggressive behavior
- Retaliation towards another employee, contractor or member of the public.

Illegal Behavior

Disciplinary proceedings begin at Step 5. Examples include, but are not limited to:

- Corruption/Bribery
- Sexual harassment
- Discrimination
- Workplace violence
- Embezzlement/Fraud

Right to Appeal

Probationary employees do not have a right to appeal if released during the probationary period. Employees who achieve regular status and receive penalties or are terminated may file an appeal within five (5) days of notification of imposition of the

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY EMPLOYEE DISCIPLINE POLICY

penalties. The Agency Manager will arrange for a hearing with an individual that is unbiased, and has little to no knowledge of the disciplinary actions or behaviors. A failure to request a hearing within the 5-day period will act as a waiver of the employee's right to the appeal hearing.

Paul Freund

From: Coral Ferrin
Sent: Tuesday, September 5, 2023 1:50 PM
To: Garrett Dickinson
Cc: Rachel Ross-Donaldson
Subject: RE: Solid Waste Management Agency Employees

Thank you Garrett.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020



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From: Garrett Dickinson <gdickinson@local39.org>
Sent: Tuesday, September 5, 2023 1:47 PM
To: Coral Ferrin <CFerrin@co.tehama.ca.us>
Cc: Rachel Ross-Donaldson <RRoss@co.tehama.ca.us>
Subject: Re: Solid Waste Management Agency Employees

Hi Coral,

I am in agreement as long as this agreement is not utilized to establish past practice.

Garrett Dickinson
Business Representative
IUOE Stationary Local 39
gdickinson@local39.org | (530) 528-0460

On Sep 1, 2023, at 4:02 PM, Coral Ferrin <CFerrin@co.tehama.ca.us> wrote:

Hi Garrett,

I hope you are doing well. I am following up on the below email. Do you have a response for Rachel? Thank you.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020
<image001.png>

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From: Coral Ferrin
Sent: Thursday, August 10, 2023 4:33 PM
To: 'Garrett Dickinson' <gdickinson@local39.org>
Subject: RE: Solid Waste Management Agency Employees

Hi Garrett,

I understand you are going to be gone the next two weeks. I feel like this matter may get pushed out again. Is there anyway to get a response by tomorrow instead of the 18th?

Thank you.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020
<image001.png>

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From: Garrett Dickinson <gdickinson@local39.org>
Sent: Wednesday, August 2, 2023 12:19 PM
To: Coral Ferrin <CFerrin@co.tehama.ca.us>
Subject: RE: Solid Waste Management Agency Employees

Hi Coral,

I was under the impression that this would not be going to the board until October like Rachael had mentioned in our last meeting. I have a pending legal opinion on this matter and will get back to you with an answer by close of business on 8/18.

Thank you,

<image002.png>
Garrett Dickinson
Business Representative
IUOE - Stationary Engineers, Local 39
285 Sale Lane
Red Bluff, CA 96080
Phone: (530) 528-0460 | Fax: (530) 528-0463
gdickinson@local39.org

From: Coral Ferrin <CFerrin@co.tehama.ca.us>
Sent: Wednesday, July 19, 2023 11:06 AM
To: Garrett Dickinson <gdickinson@local39.org>
Cc: Rachel Ross-Donaldson <RRoss@co.tehama.ca.us>
Subject: RE: Solid Waste Management Agency Employees

Hi Garrett,

We want to reach agreement with the Union before we schedule anything with the board.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020

<image001.png>

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From: Garrett Dickinson <gdickinson@local39.org>
Sent: Wednesday, July 19, 2023 10:29 AM
To: Coral Ferrin <CFerrin@co.tehama.ca.us>
Cc: Rachel Ross-Donaldson <RRoss@co.tehama.ca.us>
Subject: Re: Solid Waste Management Agency Employees

Hi Coral,

When will this be taken to the board?

Garrett Dickinson
Business Representative
IUOE Stationary Local 39
gdickinson@local39.org | (530) 528-0460

On Jul 17, 2023, at 9:17 AM, Coral Ferrin <CFerrin@co.tehama.ca.us> wrote:

Hi Garrett,

I am following up on the below. We have not heard anything back since we met on 05/31.

Can I presume you are in agreement and Rachel can move forward?

Please advise.

Thank you.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020
<image001.png>

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From: Coral Ferrin
Sent: Thursday, May 11, 2023 10:28 AM
To: Garrett Dickinson <gdickinson@local39.org>

Cc: Rachel Ross-Donaldson <RRoss@co.tehama.ca.us>
Subject: FW: Solid Waste Management Agency Employees

Hi Garrett,

Please see the below email. Can you advise if you would like to meet and confer on this matter? Rachel needs to move this matter forward.

Thank you.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020
<image001.png>

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From: Coral Ferrin
Sent: Thursday, April 20, 2023 4:48 PM
To: Garrett Dickinson <gdickinson@local39.org>
Cc: Rachel Ross-Donaldson <RRoss@co.tehama.ca.us>
Subject: Solid Waste Management Agency Employees

Good Afternoon Garrett,

As discussed yesterday afternoon, I am forwarding you a copy of the draft MOU between Tehama County Solid Waste Management Agency and the County of Tehama concerning administrative services provided to the Tehama County Solid Waste Management Agency. I am also providing you a copy of the Draft resolution.

If you would like an opportunity to meet and confer regarding this transition, please let me know right away. I do not have an effective date of when this transition will take place, however; the Agency would like to address any Union matters at the onset.

If you have any questions, please let me know right away.

Thank you.

Coral Ferrin

Personnel Director
Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080
530-527-4183 ext. 3020
<image001.png>

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Tehama County

Agenda Request Form

File #: 25-1729

Agenda Date: 10/6/2025

Agenda #: 10.

Household Hazardous Waste Sharps Collection Site Services Agreement

Requested Action(s)

Review the agreement between the Agency and Med-Project CA, LLC for the collection and disposal of home-generated sharps waste from the Tehama County/Red Bluff Landfill and authorize the Agency Manager to sign the agreement

Financial Impact:

None.

Background Information:

Senate Bill 212 (Jackson) was enacted on September 30, 2018, and became effective January 1, 2021, establishing a stewardship program for sharps and medications paid for by the pharmaceutical industry. Residents can use mail-back containers to properly dispose of sharps, and drop-off locations or mail-back pouches for medications.

The Agency has been operating a sharps collection program since 2009 with 7 locations around Tehama County for residents to properly dispose of their sharps, which are then collected by Agency staff and consolidated at the Tehama County/Red Bluff Landfill. In November 2022, the Agency was able to request reimbursement for the disposal costs of the sharps waste. Beginning in September 2024 Med-Project eliminated the reimbursement program and instead work directly with the companies providing the sharps waste disposal services. The Agency was provided with a temporary agreement where Med-Project would pay the costs of sharps waste disposal directly while they drafted a long-term agreement to facilitate this process.

The attached agreement will continue for a period of one year from the effective date of the agreement. Following the expiration of that initial term, and any subsequent term, the agreement will automatically renew for an additional one year, unless either Party provides the other Party written notice that it is not renewing this Agreement at least 60 days prior to expiration of the then-current term.

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

This Household Hazardous Waste Sharps Collection Site Services Agreement, including as amended, supplemented or otherwise modified from time to time (the "Agreement") is entered into between **MED-Project CA, LLC** a Washington, D.C. limited liability company with offices at 1800 M Street, NW, Suite 400 South Washington, DC 20036 ("MED-Project"), and **Tehama County Solid Waste Management Agency**, a California Local Authority operating Household Hazardous Waste Collection Sites with offices at 20000 Plymire Road, Red Bluff, California 96080 ("Host") (each individually, a "Party," collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

- 1.1. "Applicable Laws" shall mean all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees or pronouncements of any governmental, administrative or judicial authorities including, but not limited to, the "Take-back Law" (defined below) with respect to each "Jurisdiction" (defined below), U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171-185, Occupational Safety and Health Administration Bloodborne Pathogens Standard, 29 C.F.R. § 1910.1030, the applicable state laws identified in Exhibit B, and any amendments or modifications to these legal requirements.
- 1.2. "Effective Date" shall mean the date defined in Agreement § 23.
- 1.3. "Rapid Response Requests" shall mean requests for "Program Services" (defined below) in response to any events, situations, activities or circumstances that pose a risk or potential risk of harm or injury to property or persons.

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- 1.4. "Host Collection Site" shall mean the site(s) listed in Exhibit D.
- 1.5. "Host Services" shall mean the obligations identified in Agreement § 4.
- 1.6. "Jurisdiction" shall mean the State of California, Geographical area defined by Senate Bill 212 (2018).
- 1.7. "Losses" shall mean any costs, expenses, damages or diminution of value.
- 1.8. "Manager" shall mean the respective individuals identified in Exhibit D for each Host Collection Site.
- 1.9. "Plan" shall mean the respective approved MED-Project Product Stewardship Plan for Home-Generated Sharps Waste operating in the Jurisdiction.
- 1.10. "Program Services" shall mean the obligations identified in Agreement § 3.
- 1.11. "Take-back Law" shall mean, a law, regulation, ordinance, or other legal requirement identified in Exhibit A.
- 1.12. "Sharps" shall mean sharps as defined in the Take-back Law.
- 1.13. "Vendor" shall mean any qualified vendor contracted by MED-Project to perform transportation, collection, and disposal services for Waste Accumulation Containers (defined below) as identified in Exhibit E, and any Vendor assignees or subcontractors.
- 1.14. "Waste Accumulation Container" shall mean receptacles used for the collection of Sharps and FDA-cleared sharps containers containing Sharps approved by MED-Project or Vendor and identified in Exhibit C

2. **Representations and Warranties.**

- 2.1. Host hereby represents and warrants as follows:
 - 2.1.1. Host is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing and disposal of Sharps;
 - 2.1.2. Host possesses all required authorizations and authority to enter into this Agreement and this Agreement has

Page 1 of 14

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

been duly authorized and executed by Host in compliance with all required authorizations;

- 2.1.3. Host's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which Host is a party or by which it may be bound; and
- 2.1.4. Host may receive, any source of grant funding or other independent source of funding for the collection, and handling of Sharps, or for any promotional activities related to such services. Host may also obtain transport, treatment, or disposal of Sharps at any time from any other vendor providing such services.
- 2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:
 - 2.2.1. Vendor is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Sharps;
 - 2.2.2. MED-Project possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required authorizations; and
 - 2.2.3. MED-Project's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which MED-Project is a party or by which it may be bound.

3. Program Services.

- 3.1. MED-Project and Vendor shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.
- 3.2. Program Services are available only to Host Collection Sites listed in Exhibit D.
- 3.3. MED-Project will reimburse eligible home-generated sharps transportation and disposal

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invoices for costs that were incurred prior to September 25, 2024.

- 3.3.1. To request reimbursement for such eligible costs, after the Effective Date of this Agreement Host must provide MED-Project all documentation required pursuant to Cal. Pub. Res. § 42032.2(d)(1)(F)(ii) and 14 CCR § 18973.3(g), including an invoice and declaration under penalty of perjury that Host has not knowingly requested reimbursement for expenses prohibited by Cal. Pub. Res. § 42032.2.
- 3.3.2. MED-Project will provide reimbursement within 45 days of receiving a request pursuant to Agreement § 3.3.1.
- 3.4. MED-Project or Vendor shall:
 - 3.4.1. Supply each Host Collection Site with Waste Accumulation Containers to collect and contain Sharps;
 - 3.4.2. Collect Waste Accumulation Containers containing Sharps on a regular schedule or upon request by the Manager and approval by MED-Project (which MED-Project shall not unreasonably deny);
 - 3.4.3. Review and inspect Waste Accumulation Containers periodically;
 - 3.4.4. Respond to, or obtain a response to, Rapid Response Requests from a Manager;
 - 3.4.5. Transport, treat, and dispose of, or cause the transportation, treatment, and disposal of, Sharps collected in Waste Accumulation Containers from Host Collection Site in accordance with all Applicable Laws; and
 - 3.4.6. Remove Waste Accumulation Containers from the Host Collection Site if this Agreement terminates pursuant to Agreement § 10.

4. Host Services

- 4.1. Host shall perform all obligations required of it under this Agreement in compliance with Applicable Laws.
- 4.2. Only Host Collection Sites listed in Exhibit D may request or obtain Program Services under

Page 2 of 14

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

this Agreement including obtaining Waste Accumulation Containers. To obtain a Waste Accumulation Container, Host must:

- 4.2.1. Identify a Manager for the Host Collection Site;
 - 4.2.2. Request a Waste Accumulation Container or Containers from MED-Project. This request is subject to MED-Project's approval; and
 - 4.2.3. Provide appropriate and adequate space for the staging and secure storage of Waste Accumulation Containers in compliance with Applicable Laws.
- 4.3. Host will not alter Waste Accumulation Containers.
- 4.4. At each Host Collection Site, Host shall:
- 4.4.1. Provide qualified staff to perform Host Services. Such qualified staff, including the Manager, must be trained on compliance with Applicable Laws and procedures for Sharps collection, storage, and transportation under this Agreement;
 - 4.4.2. Complete any documentation MED-Project or Applicable Laws require for Sharps collection, storage, transportation, or disposal;
 - 4.4.3. Securely maintain any documentation required under Agreement § 4.4.2 for the later of the time required under Applicable Laws or five (5) years;
 - 4.4.4. Provide any documentation required under Agreement § 4.4.2 to MED-Project for inspection upon request;
 - 4.4.5. Collect Sharps and sharps containers within the Waste Accumulation Container. Sharps are in Host's custody until they are shipped from the Host Collection Site;
 - 4.4.6. Ensure that only Sharps contained in FDA-cleared sharps containers are collected in MED-Project Waste Accumulation Containers and no other materials are deposited in Waste Accumulation Containers at Host Collection Site;
 - 4.4.7. Set up a routine pick up schedule with the Vendor and notify MED-Project if a

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Waste Accumulation Container is full and collection services are needed;

- 4.4.8. Make an authorized Host Collection Site representative available at Host Collection Site at the time Waste Accumulation Containers are provided or collected for transport;
 - 4.4.9. Promptly notify MED-Project, Installation Vendor, and Vendor of any Waste Accumulation Container-related service or maintenance concerns or needs;
 - 4.4.10. Ensure that the required signage provided by MED-Project, if applicable, is used for Waste Accumulation Containers while staged or stored at Host Collection Site; and
 - 4.4.11. Allow MED-Project and Vendor to perform Program Services.
- 4.5. MED-Project and Vendor are not responsible for managing any non-Sharps waste or other materials collected by the Host that fall outside the scope of the Plan and Take-back Law. Host is solely responsible for managing such materials.
- 4.6. If there are multiple approved program operators under the Take-back Law, Host will equitably distribute requests for the removal of home-generated sharps waste under the Take-back Law to MED-Project.

5. Payment.

- 5.1. Host shall not be responsible for paying the charges of MED-Project or Vendor for Program Services.
- 5.2. MED-Project shall not be responsible for paying or reimbursing the Host for any costs or expenses associated with the performance of any of Host's obligations under Agreement § 4 or any other services rendered in connection with this Agreement.

6. Nature of the Relationship.

- 6.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other

Page 3 of 14

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

relationship between the Parties, or with Vendor, including but not limited to the relationship of partners, joint ventures, or agent or legal representative of the other for any purpose whatsoever. None of the Parties will (i) make any representation that would create an apparent agency, partnership, co-employment or joint venture relationship with any other Party or with Vendor, (ii) have the power, expressed or implied, to obligate or bind the other in any manner whatsoever, or (iii) be responsible for any act or omission of the other or Vendor or any employee of the other or of Vendor (except as provided in Agreement § 8). Except for MED-Project's power to obligate or bind Vendor under Agreement § 3, neither Party has the power to obligate or bind Vendor in any manner whatsoever. No employee of Host, MED-Project, or Vendor will be considered an employee of any other Party for any purpose in connection with the performance of this Agreement. No Party to this Agreement has the ability to direct, control, schedule, hire or discipline any other Party's employee or the employees of Vendor.

7. Report of Theft or Diversion.

- 7.1. In the event of any theft, unexplained loss, or diversion of Waste Accumulation Container or Sharps, safety or security problem, or environmental incident, including spills and releases reported to any governmental authority, occurring during performance of this Agreement and relating to Program Services or Host Services under this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.
- 7.2. A Party with information about the conditions or events referenced in Agreement § 7.1 will provide to the other Party any information about such conditions or events necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws.



- 7.3. At either Party's request, the Parties will cooperate to investigate the conditions or events described in Agreement § 7.1.

8. Indemnification.

- 8.1. To the fullest extent permitted by law, each Party (each, as the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party, its affiliated entities and its and their Representatives (collectively, the "Indemnified Party") from and against all Losses to the extent arising out of or related to any and all liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action from third party claims to the extent arising out of or related to the Indemnifying Party's (a) material breach of this Agreement, or (b) negligence, recklessness, or willful misconduct.
- 8.2. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any indemnifiable claim; provided, that failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations (except to the extent that the failure is prejudicial to the Indemnifying Party's ability to defend such claim or action). The Indemnified Party shall, at the Indemnifying Party's expense, provide reasonable cooperation and assistance in the defense or settlement of the claim, and the Indemnifying Party shall have control over the defense and settlement of the same (provided that the Indemnified Party shall be entitled to participate in the defense and settlement of the claim and to employ counsel at its own expense to assist in the handling of the claim). The Indemnifying Party will not agree to any settlement or compromise affecting the financial or legal obligation of the Indemnified Party (including a settlement or compromise that (i) results in any admission of guilt on the part of an Indemnified Party; (ii) imposes any obligation or liability on an Indemnified Party; or (iii) has a judicially binding effect on any Indemnified Party) without the Indemnified Party's prior written consent.

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

9. *Limitation of Liability*

- 9.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, ENHANCED, OR SPECIAL DAMAGES, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR TORT, EVEN IF SUCH PARTY WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 9.2. A PARTY'S SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE COST OF THE PROGRAM SERVICES MED-PROJECT PROVIDED PURSUANT TO AGREEMENT § 3 OVER THE LAST TWELVE MONTHS.

10. *Term, Termination.*

- 10.1. The term of this Agreement shall commence as of the Effective Date and continue in force for a period of one (1) year. Following the expiration of that initial term, and any subsequent term, the Agreement will automatically renew for an additional one (1) year, unless either Party provides the other Party written notice that it is not renewing this Agreement at least sixty (60) days prior to expiration of the then-current term (collectively, the "Term").
- 10.2. This Agreement terminates on the earlier of:
- 10.2.1. Expiration of the Term under Agreement § 10.1.
- 10.2.2. Notice from Host to MED-Project of MED-Project's breach of this Agreement (other than a breach of the representations in Agreement § 2.2) unless MED-Project takes immediate steps to cure the breach.
- 10.2.3. Notice from MED-Project to Host of Host's breach of this Agreement (other than a breach of the representations in



- Agreement § 2.1) unless Host takes immediate steps to cure the breach.
- 10.2.4. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate ~~seven (7)~~ **thirty (30)** days after such notice.
- 10.2.5. If the representations and warranties set forth in Agreement §§ 2.1 or 2.2 cease to continue to be correct, this Agreement shall terminate immediately.
- 10.3. Compliance with Agreement § 3.4.6 shall be MED-Project's sole financial obligation with respect to any termination of the Agreement under Agreement § 10.2.
- 10.4. If a Plan is suspended, revoked, or discontinued in the Jurisdiction, MED-Project may, at its sole discretion, terminate Program Services for Host in the Jurisdiction by providing Host seven (7) days' notice. Host's obligations to provide Host Services for MED-Project in that Jurisdiction will terminate seven (7) days' after such notice. Termination of Program Services or Host Services under Agreement § 10.4 does not terminate the Agreement or otherwise affect Program Services or Host Services in any other Jurisdiction.

11. *Severability.*

- 11.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

12. *Assignment/Subcontracting.*

- 12.1. Except as expressly contemplated under this Agreement, including without limitation the engagement by MED-Project of a Vendor, neither Party shall assign or subcontract any of

Commented [A1]: Having thirty days notice is standard for termination without cause, and will allow either party to make arrangements as needed.

Commented [A2R1]: MP to Tehama: MP accepts this edit.

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

its duties or obligations hereunder or assign this Agreement or its rights hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation or subcontracting in violation of the above shall be void and ineffective. Notwithstanding this or any other provision of this Agreement: (i) MED-Project shall have the right at any time to substitute Vendor, and (ii) each Party may transfer or assign this Agreement and that Party's respective rights and obligations hereunder to its successor in connection with any transfer of ownership, merger, or acquisition of such Party.

13. Survival.

- 13.1. The obligations set forth in Agreement §§ 3.4.6, 4.4.3, 4.4.4, 6, 7, 8, 9, 10.3, 11, 14, 15, 16.1, 17, 18, 19, 20, 21, and 22 shall survive termination of this Agreement.

14. Third Party Beneficiaries.

- 14.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company or organization, other than Host or MED-Project, any right, remedy, cause of action or claim under or by reason of this Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of Host and MED-Project.

15. Notice.

- 15.1. All notices to be provided in connection with this Agreement, including, without limitation, any requests or approvals described in this Agreement, shall be in writing. Notices shall be deemed effective (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, or (iii) when sent by e-mail.
- 15.2. All notices in connection with this Agreement including, without limitation, any requests or approvals described in this



Agreement, shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Jim Wilson
Lead Director, Legal and Compliance
MED-Project CA, LLC
1800 M Street, NW, Suite 400 South
Washington, DC 20036
legallaffairs@med-project.org
Phone: 1 (833) 633-7765 / 1 (833)
MED-PROJECT
Fax: (866) 633-1812

and if to Host, to:

Paul Freund
Agency Manager
Tehama County Solid Waste Management
Agency
20000 Plymire Road
Red Bluff, CA 96080
pfreund@tehamacounty.gov
Phone: (530) 528-1103

16. Complete Agreement, Headings, Modification.

- 16.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.
- 16.2. Notwithstanding Agreement § 16.1:
- 16.2.1. MED-Project shall have the right to change Vendor and amend Exhibit E at any time at its sole discretion upon written

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HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

notice to Host. In such a case, the new entity that becomes the Vendor will be responsible under this Agreement for the Program Services provided by Vendor from and after the date of such change.

- 16.2.2. Jurisdictions, Take-back Laws, and state laws may be added to, edited in, or removed from Exhibit A and B through the mutual written consent of an authorized individual from each Party; however, if MED-Project terminates Program Services pursuant to Agreement § 10.4, MED-Project has the right to remove the subject Jurisdiction, Take-back Laws, and state laws from Exhibit A and B at its sole discretion upon written notice to Host.
- 16.2.3. The specified Waste Accumulation Containers in Exhibit C may be changed through the mutual written consent of an authorized individual from each Party
- 16.2.4. Host Collection Sites and Managers may be added to, edits in, or removed from Exhibit D of this Agreement respectively through the mutual written consent of an authorized individual from each Party.

17. Signatures.

- 17.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.

18. Jury Trial Waiver.

- 18.1. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. Choice of Law and Venue.



- 19.1. This Agreement is made and entered into in California and shall be interpreted and construed in accordance with the laws of California.
- 19.2. The Parties submit to the exclusive jurisdiction of the California state and federal courts.

20. Confidentiality and Publicity.

- 20.1. Except as provided in Agreement § 20.2, each Party shall treat as confidential and not disclose to any third party, without in each instance securing the prior written consent of the other Party, any information that becomes available to it through this Agreement, including this Agreement, and is not now or does not enter the public domain (other than by acts, omissions, or fault of the Party seeking to disclose such information), or is not already known by the recipient Party.
- 20.2. Agreement § 20.1 does not apply to disclosures that are:
- 20.2.1. Required by Applicable Laws;
- 20.2.2. Made to a law enforcement agency as part of an actual or potential law enforcement agency investigation; or
- 20.2.3. Made to MED-Project's subcontractors or assignees (including Vendor) as necessary to perform this Agreement, comply with Applicable Laws, or assist a law enforcement agency as part of an actual or potential law enforcement agency investigation.
- 20.3. Each Party shall limit disclosures under Agreement § 20.2 to the extent practicable.
- 20.4. Neither Party shall use the name, trade name, service marks, trademarks, trade dress, or logos of the other Party in releases, advertising, or any other publications, without such Party's prior written consent in each instance; except that either Party is authorized to use the other Party's name, trade name, logo, and contact information with regard to public outreach and

Commented [A3]: We are a public agency and cannot withhold disclosure of the agreement, which is a public record under the PRA. Additionally, this agreement will be included in the agenda for the meeting that is available for the public to view. This section should be changed to reflect this.

Commented [A4R3]: MP to Tehama: MP does not accept this edit. Section 20.2 allows disclosure where required by applicable law. Additionally, even if a document is considered a public record under the Applicable Law, public records or specific information therein may qualify for an exemption from public disclosure requirements.

CONFIDENTIAL & PROPRIETARY

Page 7 of 14

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**

educational efforts taken with regard to the Plan or as required to comply with Applicable Laws. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, X, and LinkedIn.

21. Authority.

- 21.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.
- 21.2. Each individual modifying and/or providing written consent under this Agreement represents and warrants that he or she is duly authorized to make such modifications and/or consents on behalf of the Party and its employees.

22. Waiver.

- 22.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.



23. Effective Date

- 23.1. The Agreement takes effect when both Parties have signed it in accordance with Agreement § 17.

Signature Page Follows

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

MED-PROJECT CA, LLC

Tehama County Solid Waste Management Agency

By: _____

By: _____

Name: Jim Wilson

Name: Paul Freund

Title: Lead Director, Legal and Compliance

Title: Agency Manager

Date: _____

Date: _____

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit A
Jurisdiction and Take-back Laws**

Jurisdiction	Ordinance
State of California, Geographical area defined by Senate Bill 212 (2018)	Cal. 30 Pub. Res. Code §§ 42030 <i>et seq.</i> (2018); Cal. Code Regs. tit. 14, §§ 18972.1 – 18975.2 (2021).

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit B
State Laws**

States	State Laws
California	California Medical Waste Management Act, Ca. Health & Safety Code §§ 117600 <i>et seq.</i>
State of California, Geographical area defined by Senate Bill 212 (2018)	Cal. 30 Pub. Res. Code §§ 42030 <i>et seq.</i> (2018); Cal. Code Regs. tit. 14, §§ 18972.1 – 18975.2 (2021).

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit C
Waste Accumulation Container(s)**

Key Specifications:

- Includes container, liner, lid
- 38-gallon capacity
- Marked and/or labeled in compliance with all Applicable Laws.

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit D
Host Collection Sites, and Managers**

	Host Collection Site Name	Host Collection Site Address	Manager Name / Title	Manager Telephone	Manager Email
1	Tehama County Solid Waste Management Agency-Red Bluff Facility	19995 Plymire Road Red Bluff, CA 96080	Paul Freund Agency Manager	(530) 528-1103	pfreund@tehama.gov

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit E
Vendor(s)**

Name
Sharps Solutions, LLC



Tehama County

Agenda Request Form

File #: 25-1734

Agenda Date: 10/6/2025

Agenda #: 11.

Hazardous Waste Fees Update

Requested Action(s)

- a) Review and approve the Off-Contract Hazardous Waste Fees, as presented.
- b) Review and approve the Updated Hazardous Waste Business Fees, as presented.

Financial Impact:

Background Information:

As the Board is aware, the Agency entered into a new agreement with ACTenviro to manage the Agency's household hazardous waste facilities which has resulted in new disposal fees. Off-Contract Hazardous Waste Fees were previously approved at the June 2, 2025 Board of Directors meeting, however, through regular facility evaluations it was discovered that some hazardous wastes were not included in the quote for those fees that ACTenviro provided. Attached are the additional "off-contract" fees for items that were not included in the last approved quote.

The Agency accepts hazardous waste from very small quantity generators (generators that produce less than 324 gallons or 2,640 pounds of hazardous waste per calendar year) for certain fees. The attached document "October 2025 Hazardous Waste Disposal Fees for Small Businesses" includes the additional proposed "off-contract" fees in the proposed updated rates for small quantity generators.



9/25/2025

Tehama County
Tehama Lanfill
Red Bluff, Ca
Paul Freund

Off contract pricing for additional waste received at events

Dear Paul,

ACTenviro is pleased to submit this proposal for your review and approval. ACTenviro may receive waste items for disposal outside of the normal contract, below is a list of those items with pricing for your records.

DISPOSAL

Description		Unit Cost		
Disposal				
Nicotine Vape pens	5 gal bucket	\$385.00 per 5 gal bucket		
Lithium Batteries	Pound	\$4.00/Pound		
Butane Cylinders	Lecture size / small	\$15.00 each		
Mapp Gas Cylinders	Lecture size/ small	\$40.00 each		
Carbon Dioxide Cylinders	Small size	\$40.00 each		
Freon Cylinders	Small size	\$40.00 each		
Oxygen Cylinder	Small size / lecture	\$75.00 each		
Empty drums for Recycle		\$29.00 each		

\$

Profile Fee

FEES

T 408.548.5050
F 408.548.5052

967 Mabury Road, San Jose, CA 95133
www.ACTenviro.com



Upon acceptance of this, the parties agree to be bound by the terms of the attached Service Agreement. The parties understand that the terms of this agreement and the terms of the Service Agreement make up the entire contract of the parties.

We at ACTenviro appreciate your confidence in our abilities. Should you have any questions or if we can be of further service, please do not hesitate to contact me at (916) 693-4496, mwinkler@actenviro.com

If this agreement is satisfactory to you, please sign below and return a copy to Advanced Chemical Transport Inc. DBA ACTenviro.

Customer Name:

Print: Name, Title

Signature

Date

October 2025 Hazardous Waste Disposal Fees for Small Business Generators

Waste Classification	Number of Gallons/Pounds	Cost per Gallon	Cost ea. per lb. or ft	Labor*	Total
Aerosols			\$5.86/each		
Antifreeze		\$3.87/gallon			
Asbestos		\$3.96			
Batteries (Alkaline)		\$18.42			
Batteries (Lead Acid)			N/C		
Batteries (Lithium)			\$4.00/lb.		
Batteries (Rechargeable)			N/C		
Compressed Acetylene Cylinder (small)			\$75.00/ea.		
Compressed Acetylene Cylinder (medium)			\$150/ea.		
Compressed Carbon Dioxide Cylinder (small)			\$40.00/ea.		
Compressed Freon Cylinder (small)			\$40.00/ea.		
Compressed Gases (<1.5 liter)			\$4.00/lb.		
Compressed Gases (>1.5 liter)			\$3.50/lb.		
Compressed Gases (Butane-small)			\$15.00/ea.		
Compressed Gases (Mapp-small)			\$40.00/ea.		
Compressed Nitrous Oxide Cylinder (small)			\$40.00/ea.		
Compressed Nitrogen Cylinder (small)			\$50.00/ea.		
Compressed Oxygen Cylinder (small)			\$75.00/ea.		
Corrosive Acid		\$7.15			
Corrosive Base		\$5.60			
Empty Drums for Recycle			\$29.00/ea.		
Fire Extinguisher			\$25/ea.		
Flammable Liquid		\$4.05			
Flammable Solid		\$10.33			
Fluorescent Light Bulbs (CFL's)			\$0.33/each		
Fluorescent Light Bulbs (Linear Foot)			\$0.19/foot		
Mercury, Elemental		\$6.51/cup			
Motor Oil		N/C			
Non-PCB Ballast			\$8.25/lb.		
Non-RCRA		\$3.78			
Nicotine Vape Pens		\$81.20			
Oil Filters			\$1.93/each		
Organic Peroxide		\$59.20			
Oxidizers		\$10.51			
Paint (Latex and Oil-Based)		N/C			
PCB Ballast			\$8.25/lb.		
Poison Liquid/Solid		\$7.78			
Reactive Cyanides		\$76.20			
Water Reactive/Spontaneously Combustible		\$59.20			
			Grand Total		

Name _____

License Plate Number _____

*Labor billed at \$65.00/hour in 15 minute increments



Tehama County

Agenda Request Form

File #: 25-1667

Agenda Date: 10/6/2025

Agenda #: 12.

Surplus Agency Property (Bus, Forklift, Used Oil Tanks, Paint Can Crusher)

Requested Action(s)

- a) Declare the following to be surplus Agency property:
 - 2000 Ford E450 Bus VIN 1FDWE45F6YHA27857 (Asset # 21760)
 - Caterpillar Forklift Serial Number AT31B50227 (Asset tag # 26130)
 - Used Oil Storage Tank (Asset tag # 22333)
 - Used Agricultural Oil Storage Tank (Asset tag # 22541)
 - Paint Can Crusher (Asset tag # 90036)
- b) Authorize the Agency Manager to dispose of the property in the manner that provides the highest possible return to the Agency

Financial Impact:

Background Information:

The Agency acquired the bus from Tehama County in 2012, which was originally intended to be used by the Tehama County Library as a 'bookmobile'. Agency staff converted the bus into a mobile recycling exhibit, or 'field trip on wheels', which debuted in January 2015. The bus served a very useful purpose for the Agency to increase knowledge of recycling, waste reduction, landfill operations, and proper household hazardous waste storage and disposal to local school children. In 2024, the Agency decided to transition the 4R Kids Exhibit to an underutilized trailer the Agency owns, which will lessen our expenses to maintain the bus.

The forklift was purchased as used equipment in 2006 for the Red Bluff HHW Facility and has had over \$3,000 in repairs since 2023. It cannot be started and will require almost \$2,000 to repair the fuel control, along with an unknown amount to return it to safe operational use. There is no longer a need for this forklift as the Agency moved the forklift from the Corning HHW facility to Red Bluff. The forklift from Corning is in much better condition and should be operational for many more years.

The Used Agricultural Oil Storage Tank was originally used at Corning Disposal dating back to the early 2000s but had to be removed when WM closed their recycling facility in 2016. It was then brought to Richfield Metal and Recycling before being removed because of contamination in 2022. The tank was cleaned prior to removing it from Richfield Metal and Recycling and transported to the Tehama County/Red Bluff Landfill and stored near the HHW facility. The landfill has an identical tank available to the public, which has been receiving less oil over the years as the agricultural community seems to be managing their oil in other ways. It is not anticipated that this tank will be of use to the agricultural community in Tehama County and does not serve a purpose for the Agency.

The Agency cannot locate any information from when the Used Oil Storage Tank started to be used at the Rancho Tehama Transfer Station, but it was also removed due to suspected contamination.

The Agency had it cleaned and transported to the Tehama County/Red Bluff Landfill in 2021 and stored it near the HHW facility. This tank is less than half the size of the agricultural oil tank and does not serve a purpose for the Agency.

The 25-ton hydraulic paint and oil filter crusher was purchased in 2007 when the Corning HHW facility was constructed. The Agency's household hazardous waste (HHW) contractor ceased using the crusher in Corning in 2020 and switched to shipping paint cans intact, instead of bulking them in 55-gallon drums. Since then, the crusher has been stored at the Corning HHW facility in the shipping container and is in better condition than the one in Red Bluff.

After consulting with Tehama County on how they handle surplus property, the Agency found that it would be in the best interest of the public and the Agency to offer these items through an auction, such as BidCal in Chico.



Tehama County

Agenda Request Form

File #: 25-1666

Agenda Date: 10/6/2025

Agenda #: 13.

Surplus Agency Property (Corning Disposal HHW Facility Fence and Asphalt Pad)

Requested Action(s)

- a) Declare the following assets to be surplus Agency property:
 - Corning Disposal HHW Facility Asphalt Pad (Asset tag # 90034)
 - Corning Disposal HHW Facility Fence (Asset tag # 90035)
- b) Request to adopt a finding that it would be a public benefit to leave the fence and asphalt pad in place

Financial Impact:

Background Information:

The Agency began construction of the HHW facility at Corning Disposal's property in November 2006 with contractors laying the asphalt pad in preparation for the hazardous waste storage lockers and installation of perimeter fencing for the paved area in February 2007. At some time prior to 2012, Corning Disposal removed their perimeter security fencing and moved their gates in line with the HHW facility's fencing.

As such, removing the fencing would leave a roughly 40-foot gap between Corning Disposal's gates. Additionally, removing the fencing would also incur labor and transportation costs for the Agency. The chain link fence could not be easily reused nor could the posts, which would not be usable. The asphalt pad could never be reused, and removal would be impractical. Further, Corning Disposal has not requested that these be removed.

Considering the costs to remove these assets, it would be a public benefit to leave them in place, and the Agency is requesting that the Board adopt a finding as to such.



Tehama County

Agenda Request Form

File #: 25-1665

Agenda Date: 10/6/2025

Agenda #: 14.

Surplus Agency Property (Scrap Metal)

Requested Action(s)

- a) Declare the following asset to be surplus Agency property:
Paint Can Crusher (no asset tag #)
- b) Authorize the Agency Manager to properly recycle the asset.

Financial Impact:

Background Information:

The Agency's household hazardous waste (HHW) contractor ceased using the paint can crusher in Red Bluff in 2020 and switched to shipping paint cans intact, instead of bulking them in 55-gallon drums. The crusher was stored in the Red Bluff HHW facility's shipping container until 2024, when it was removed to accommodate upgrades to the shipping container and was not put back inside due to maintenance issues with the Agency's forklift.

There is very little, if there is any, information available about this paint can crusher. It is assumed to be like the one in Corning, 25-ton hydraulic paint and oil filter crusher, but had been used more often due to the amount of waste the Red Bluff facility receives compared to the Corning facility. Additionally, as it has been exposed to the elements for over a year, it is not in a condition that it can be used for its intended purpose and should be recycled.

If approved, the surplus paint can crusher will be drained of any fluids and sent to Schnitzer Steel (Radius Recycling) for scrap metal recycling.



Tehama County

Agenda Request Form

File #: 25-1698

Agenda Date: 10/6/2025

Agenda #: 15.

Surplus Agency Property (E-Waste)

Requested Action(s)

- a) Declare the following miscellaneous assets to be surplus Agency property:
 - SonicWall Firewall serial number 18B169D3B1E0 (asset tag # 30873)
 - Dell Inspiron 17 Laptop serial number 47JX512 (asset tag # 30871)
 - Dell Inspiron 17 Laptop serial number 66QK712 (asset tag # 30872)
 - Dell Inspiron Laptop serial number D9K2DX2 (asset tag # 30876)
 - Dell Latitude Laptop serial number 816XBT1 (asset tag # 30862)
 - Dell LCD Monitor serial number CN-0H329N-72872-05H-2GLI (asset tag # 30861)
 - Dell LCD Monitor serial number DE17502422 (asset tag # 25251)
 - HP ProDesk 400 GI MT Desktop serial number MXL5323GK1 (no asset tag #)
 - Dell LCD Monitor serial number CN-04FF47-64180-56J-0XZU (no asset tag #)
- b) Authorize the Agency Manager to properly recycle the assets.

Financial Impact:

Background Information:

The Agency recently upgraded to new computers and a new firewall. To eliminate clutter in the office several items were identified as no longer being of use by Agency staff. Many of the items, while containing asset tags, were not listed on our assets and there is not much information available on them. Due to the age of the computers, they could not be upgraded to Windows 11 and will not be of use to a non-profit organization to be refurbished and given to school-age children or other individuals in need.

If approved, the items will be sent to California Electronic Assets Recovery for recycling.



Tehama County

Agenda Request Form

File #: 25-1681

Agenda Date: 10/6/2025

Agenda #: 16.

Compost Facility CEQA and Permitting Update

Requested Action(s)

Provide direction to staff on construction and operation of a composting facility at the Tehama County/Red Bluff Landfill

Financial Impact:

Background Information:

At the October 4, 2021 Board of Directors meeting the Agency Manager was given authorization to begin a feasibility study and start the CEQA process for a proposed compost facility at the Tehama County/Red Bluff Landfill. At that time the exemption from implementing the majority of California Senate Bill 1383 (Lara) and all of California Assembly Bill 1826 (Chesbro) regulations would have ended on January 1, 2027. Additionally, there were no composting facilities within a feasible distance for Tehama County's waste to be hauled to, except for a proposed project at the Anderson Landfill owned by WM.

The Agency contracted engineering services with Lawrence & Associates (L&A), who have extensive experience with the Tehama County/Red Bluff Landfill. Beginning in January 2022 and continuing through August 2024, L&A conducted the required geologic and engineering field studies for the proposed compost facility. In November 2024, L&A submitted the Report of Compost Site Information (RCSI), Compost Site Technical Report, and revised Joint Technical Document (JTD) to the Agency and Waste Connections for review and approval. After receiving comments from the Agency and Waste Connections, the documents were submitted to the Central Valley Regional Water Quality Control Board (CVRWQCB), CalRecycle, and Tehama County Department of Environmental Health for review in January 2025.

In April 2025, Environmental Health held a Public Information Meeting at the Agency's office for the proposed compost facility and increases to traffic, however, no members of the public attended the meeting.

On July 17, 2025, CalRecycle provided their concurrence on the issuance of the Revised Solid Waste Facilities Permit which included the addition of the compost facility. The CVRWQCB provided their Notice of Applicability on August 5, 2025, which was the final step to being fully permitted to construct and operate a compost facility at the Landfill.

The Agency was able to offset significant costs in fiscal years 2023/24, 2024/25 and 2025/26 associated with the permitting process through funding from the SB 1383 Local Assistance Grant. Other grant funding could be available in the future to offset costs associated with constructing the compost facility.

However, in August 2024, California Assembly Bill 2902 (Wood) was passed and signed by the Governor on September 22, 2024. This bill extends the rural exemption in SB 1383 until January 1, 2037, or until a county granted a rural exemption reaches a population of 70,000 people. This bill does not address AB 1826, which applies only to commercial organic waste generators, and clarification from CalRecycle was sought by Agency staff. At the time of writing this agenda item Agency staff have not received a response from CalRecycle. Additionally, the compost facility at the Anderson Landfill is projected to start operations this month. The Agency reached out to the District Manager for the Anderson Landfill for their tipping fees and were told that the rates have not yet been established.

The Board of Directors will need to determine if the Agency should provide direction to the Landfill Operator, Waste Connections, to furnish a construction cost estimate, impact to the tipping fee, and ongoing cost to operate the facility or wait until more information is known about the rates for the Anderson Landfill's compost facility and whether compliance with AB 1826 will be required beginning January 1, 2027.



Tehama County

Agenda Request Form

File #: 25-1717

Agenda Date: 10/6/2025

Agenda #: 17.

Corning Household Hazardous Waste Collection Events

Requested Action(s)

Provide direction to staff on continuing to identify property in the Corning/southern Tehama County area for a permanent household hazardous waste collection facility or explore ways to expand operations at the Red Bluff facility.

Financial Impact:

\$5,275 estimated per temporary event

Background Information:

The last event at the Corning Disposal Household Hazardous Waste (HHW) facility was held on August 16, 2025, with nine residents attending. The waste amount from that event has not been billed to the Agency yet, but from previous annual reports average weights from the facility were around 1,000 pounds per month. Over the last several years average attendance was around six residents, the majority of whom were residents of the City of Corning. By comparison, the Red Bluff HHW facility averages more than 9,000 pounds per month and 34 residents per month.

During the first temporary event held on September 20, 2025, we had five residents attend with one resident bringing only batteries which can be brought to the Ace Hardware in Corning daily. The temporary events are scheduled through December on the third Saturday of the month, which was the same schedule as the permanent site. Beyond December, the Board of Directors will need to decide as to whether the Agency should try to extend the agreement with the City of Corning to continue using their parking lot or discontinue collection events there.

Agency staff have talked to two Realtors familiar with the area and have so far been unsuccessful at finding a suitable site for a permanent facility. If a permanent facility were found in the next few months, construction could not commence until after the winter. The cost of purchasing and constructing a new site with a paved pad and fencing could easily exceed the Agency's annual budget for HHW disposal. Additionally, the HHW lockers will have to be removed from Corning Disposal by February 28, 2026 per the now expired agreement with WM. The Agency will be moving those lockers to the Tehama County/Red Bluff Landfill using a local towing company with estimates ranging from \$150-\$350/hour.

Agency staff are requesting further direction from the Board on continuing to find a suitable site in the Corning/southern Tehama County area or to begin exploring ways to expand operations at the Red Bluff HHW facility and discontinue service in Corning.



Tehama County

Agenda Request Form

File #: 25-1727

Agenda Date: 10/6/2025

Agenda #: 18.

Outreach Update

Requested Action(s)

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

Financial Impact:

None.

Background Information:

- On September 15, The Agency and GreenWaste of Tehama conducted a recycle audit ride-along. This was the first round of audits in the Gerber area, County of Tehama. Audits encourage residents to become more mindful of their recycling habits and inspire them to improve.
- The Agency attended the Corning in the Morning event on September 17 to promote recycling information to businesses and advertise the Passenger Tire Collection Event on September 27.
- The Agency tabled and displayed the 4R Kids Exhibit during the Kiwanis Child Safety Fair on September 17 to inform the public about safe household hazardous waste disposal and recycling. Event was at the Red Bluff High School parking lot.
- The Agency and Green Waste of Tehama joined Triple R Gas during a staff meeting where we assisted with recycling information and tips to increase recycling. Triple R Gas agreed to join the SBA program.
- Paul attended the Corning HHW event on September 20 to inform residents of the new location and other proper ways to dispose of their HHW materials, including locations where retail partners accept the material daily.
- The Agency and Green Waste of Tehama reviewed FoodMaxx's recycling program and will continue working with their staff to integrate them into the SBA program to improve recycling.
- On Saturday September 27, The Agency hosted the last tire collection event of the TA7 grant. The Agency collected attendee information and distributed battery bags with Agency's programs information.
- Paul attended the Manton Apple Festival on October 4 and spoke to the public about composting and gave composting demonstrations.



Tehama County

Agenda Request Form

File #: 25-1654

Agenda Date: 10/6/2025

Agenda #: 19.

Monthly Update

Requested Action(s)

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

Financial Impact:

Background Information:

Included in your agenda packet is the August monthly update. Staff is available to answer any questions.



September 10, 2025

MEMORANDUM

To: Directors, Tehama County Solid Waste Management Agency

From: Paul Freund, Agency Manager

Subject: August 2025 Monthly Update

1. As required by SB 1383 regulations, the Agency inspected commercial edible food generators and food recovery organizations. Bimbo Bakery, Walmart Distribution Center, FoodMaxx, DG Market, Richfield Elementary School District, Immaculate Conception Church Food Panty, and the Corning Senior Center Food Pantry were inspected in August.
2. I continue to provide Green Building Code compliance support to the building departments and monitor and provide support to the cities and the County for paper product procurement.
3. I provided recycling, waste reduction, backyard composting, and proper household hazardous waste (HHW) disposal information to residents attending the Saturday Market by the River in Red Bluff on August 2.
4. Christian attended the California Resource Recovery Association (CRRRA) conference held in Monterey from August 4-6 where he had the opportunity to network with industry professionals and learn best practices in recycling, composting, and proper HHW disposal.
5. Christian provided recycling education to community members at the Tehama County Library's Backpack Giveaway on August 8. Various educational activities created by the Agency were displayed to interact with young people. The Agency's booth was also set up next to Green Waste of Tehama's booth who brought their collection truck and other outreach materials.
6. I attended the Tehama County Department Head Training and Team Building event held at Rolling Hills Casino on August 11. I had the opportunity to interact with various Department Heads; some I have known for several years and others who I had not met before. This was a great event and gave me the chance to get to know more about the County's Departments in an informal and relaxed atmosphere, some of whom are the Agency's regulators.

7. Christian provided outreach and assistance to two Certified Collection Centers in Red Bluff that collect used motor oil from the public as part of the Oil Payment Program's Annual Report. He provided them with information on directing the public to the landfill's HHW facility for contaminated motor oil and gave them new signs to display so the public knows they collect used motor oil.
8. I met with Waste Connections on August 14 to go over their plan for monitoring and extinguishing the yard waste fire and requested they put together a presentation to give to the Executive Committee on September 4.
9. I virtually attended the Rural Counties' ESJPA meeting on August 14 on behalf of Tom Walker as Tehama County's alternate delegate and was joined by Shasta County's alternate delegate as the Agency's office served as the noticed remote location for the meeting. I was able to ask CalRecycle about AB 1826 implementation and whether our jurisdictions would be exempt or would need to comply and am awaiting their response. I also learned about carbon credits through carbon farming by land applying compost to actively grazed lands and participated in their afternoon session where the ESJPA is seeking input on their rural zero waste plan.
10. I attended the final HHW collection at Corning Disposal on August 16 to provide residents with information on the new temporary collection events starting September 20. We had nine residents attend the event and most had materials that could be taken on a regular basis to our retail partners in Corning and Los Molinos. I also discovered from one resident that WM had put out a flyer over the summer incorrectly advertising HHW collection at the landfill any day, as opposed to the second and fourth Saturday collections during the summer that the Agency has been advertising for over four years.
11. Christian met with Green Waste of Tehama's Sustainability Coordinator, Max Bartlett, on August 18 to review Max's outreach for the ride along recycling audits and how they can begin doing them monthly to ensure residents in Tehama County are putting materials in the correct bins. He will soon begin working with Max on the City of Red Bluff routes as their new contract began in June 2024. The Agency is still unable to do recycling route audits in Corning with WM, but we will continue to work with City Manager, Brant Mesker, to encourage WM's participation in these useful route audits.
12. The Agency had its monthly meeting with Waste Connections on August 21. We discussed the yard waste fire monitoring and plan to extinguish it, facility upgrades, WM's flyer incorrectly advertising HHW collection any day at the landfill, and improvements to the reporting they send the Agency.
13. I was on vacation on August 22.

14. Christian provided recycling, waste reduction, backyard composting, and proper HHW disposal information to residents attending the Red Bluff-Tehama County Chamber of Commerce's Wednesday Night Market in Red Bluff on August 27. Also, as the Agency sponsored their market, Christian was featured in their video "spotlight" where he provided additional information about the Agency's programs to their online viewers.
15. Christian attended the Red Bluff-Tehama County Chamber of Commerce's Good Morning Red Bluff event hosted by the Tehama County Association of Realtors on August 28 and engaged with businesses about recycling and promoted the Smart Business Alliance (SBA) Program.
16. The Agency met with Green Waste of Tehama to discuss the rebranding of the Smart Business Alliance, commercial cart utilization data, and information the Agency adds to Tehama County's Public Information Flyer (PIF) on August 28. Green Waste will provide the template for the PIF to the Agency soon and we will meet again about the SBA program after the Agency has discussed the rebrand with WM to see if they would like to be involved. Green Waste will also start collecting the commercial cart utilization data for the AB 341 compliant businesses so we can direct our outreach to businesses that may need assistance with increasing their recycling.
17. Agency staff contributed waste reduction, recycling and hazardous waste disposal information to the monthly Lake CA POA newsletter, Tehama County Educators Waste Awareness Newsletter, and WasteWise News.
18. Household hazardous waste collection events will be held from 8:00 AM – 12:00 PM on the second and fourth Saturday of September in Red Bluff and the third Saturday of September in Corning at the new temporary location.

Please feel free to contact me at the office at 528-1103 should any questions arise.

CC: Gabriel Hydrick, Tehama County Chief Administrator
Tom Westbrook, Red Bluff City Manager
Brant Mesker, Corning City Manager
Carolyn Steffan, Tehama City Clerk/Administrator