

**AGREEMENT FOR ROAD PRESERVATION/MAINTENANCE BETWEEN
TEHAMA COUNTY AND THE CITY OF RED BLUFF**

This agreement is made between Tehama County through its Department of Public Works ("County") and the City of Red Bluff ("City") and is effective on the date last signed below.

RECITALS:

1. City desires to contract with County through its Department of Public Works for the performance of minor road preservation and maintenance work on Baker Road, where both City and County are responsible for portions;
2. County is agreeable to rendering such services on the terms and conditions hereinafter set forth within the City responsibility areas; and
3. Such contracts are authorized and provided for by California Streets and Highways Code sections 1685 and 1803, and Government Code sections 6500 et seq.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. County shall provide all labor, materials, and equipment to complete minor road preservation/maintenance to City portion of Baker Road. This will include hot mix asphalt overlay and striping, in compliance with City and County Design Standards. In the event of a conflict between these two standards during the performance of this agreement, the City's Design Standards shall take precedence.
2. City agrees to grant the County, at no cost to the County, traffic control services and temporary right of way or easement that is necessary for the improvements herein on Baker Road during the performance of the minor road preservation/maintenance services performed by the County. City shall be solely responsible for any utility adjustments and maintenance of all portions of the structure above the bridge deck, including but not limited to lighting installations, and traffic service facilities (sidewalks, bridge rails) that may be required for the benefit of traffic using the overcrossing(s).
3. Unless sooner terminated as provided herein, this Agreement shall commence upon the date last signed below and shall terminate on December 31, 2026. Either party may terminate this Agreement without cause upon thirty (30) days, written notice to the other party.
4. This Agreement shall not provide for road construction or major repairs of maintenance activities.
5. Nothing herein shall require County to perform any services under this Agreement if County has insufficient personnel, materials, or equipment to provide such services in addition to performing its other obligations required by law.
6. City shall reimburse County for all costs incurred by County in performing the minor road preservation/maintenance at County's actual cost (including indirect costs allowable under United States Office of Management and Budget Circular A-87). If the minor road preservation/maintenance work described herein is included as part of a larger project, City will be invoiced for a portion of the total project cost, with City share determined by percentage of the overall work placed. City reserves the right to request

an itemized list of County incurred costs for the performance of the work. An example of a sample of unit expected costs is attached as Exhibit C. Costs to the City shall not exceed \$200,000.

7. No later than 30 days after issuing the notice of completion of the project, County will submit to City an invoice for all costs incurred by County. City shall make payment of all undisputed amounts to County within 30 days of receipt of County's invoice.
8. To facilitate the performance of said road preservations or maintenance, it is hereby agreed that County shall have full cooperation and assistance from City, its officers, agents and employees.
9. City hereby agrees to grant to County, at no cost to County, any temporary right of way or easement that is necessary for the road preservation or maintenance within city jurisdiction. City further agrees to issue an encroachment, excavation, or construction permit or any other special permit or other approval necessary for County to perform minor road preservation/maintenance as provided hereunder at no cost to County.
10. County shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which County performs the services which are the subject matter of this contract. County staff performing services under this Agreement shall at all times remain employees of County and shall not be deemed employees of City for any purpose. County shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any County employee providing services under this Agreement.
11. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government code section 895.4, as follows:

County shall hold harmless, defend, and indemnify City, its agents, officers, and employees, against all claims, suites, actions, costs, expenses (including, but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), including death, or property (including property of City) being damaged by the negligent acts, willful acts, or errors or omission of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City.

City shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including, but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgements or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of City, or any person employed by or

under City in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Notwithstanding the generality of the foregoing, City shall hold harmless, defend, and indemnify County against any and all claims arising out of an alleged defective plan or design for work performed hereunder.

The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

12. City and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
13. City hereby agrees to be financially responsible for disposal and/or mitigation measures should any hazardous materials, chemicals, or other contaminants be encountered by County in rendering services hereunder.
14. City agrees to not frustrate the purpose of this agreement by failing to amend or rescind ordinances or resolutions or adopt new ordinances or resolutions when County notifies City that such legislative actions are necessary to perform the minor road preservation/maintenance contemplated in this agreement.
15. All work to be performed pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, district, and municipal laws.
16. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
17. This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between the parties with respect to the above referenced services. This Agreement shall not be amended, except in a writing that is authorized representatives of both parties.

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

FOR COUNTY:

**Chair, Tehama County
Board of Supervisors**

**Tom Provine
Interim Public Works Director**

Date: _____

Date: _____

Clerk of the Board of Supervisors

Red Bluff City Clerk

Date: _____

Date: _____



Mayor, City of Red Bluff



Scott Miller
Public Works Director

Date: 11/6/2025

Date: 11/6/2025



LEGEND

- City Limits
- Site Address Points
- Roads
- Tax Parcel

Park Ave - City Limits
 22,300.60 SF
0.14 MI

Creek - Minch Rd
 14,976.62 SF
0.11 MI

Total SF = 37,277.22

Total miles = **0.25 miles**

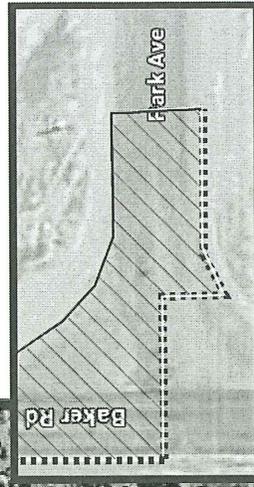


Exhibit C - Cost Estimate

FORCE ACCOUNT COST ESTIMATE OF REHABILITATION ON BAKER ROAD - CITY OF RED BLUFF LIMITS (Length = 0.25 Miles)									
	Item Description	Units	Qty	Daily Hours	Total Days	Total Hours	Cost/unit	Total Cost	
Labor	District A Full Crew	EA				0	\$105.39	\$0.00	
	District B Half Crew	EA				0	\$103.48	\$0.00	
	District C Half Crew	EA				0	\$97.37	\$0.00	
	Bridge 1 Crew Member	EA				0	\$101.96	\$0.00	
	Paint Crew	EA				0	\$111.14	\$0.00	
							Labor Subtotal	\$0.00	
Equipment	Kenworth 10-Wheeler	EA				0	\$92.76	\$0.00	
	Cat CB24D Roller Compactor	EA				0	\$51.70	\$0.00	
	Cat Grader 120	EA				0	\$179.99	\$0.00	
	Light Pick-up Truck	EA				0	\$40.51	\$0.00	
	Weiler Paver	EA				0	\$150.21	\$0.00	
	Leeboy Tack Tank	EA				0	\$9.53	\$0.00	
	Volvo/GM Paint Truck	EA				0	\$71.20	\$0.00	
							Equip. Subtotal	\$0.00	
Materials	Hot Mix Asphalt	TON				LS	\$92.45	\$0.00	
	Paint - Yellow	GAL				LS	\$14.36	\$0.00	
	Paint - White	GAL				LS	\$13.97	\$0.00	
	Glass Beads	LBS				LS	\$0.52	\$0.00	
							Materials Subtotal	\$0.00	
							Rehab Subtotal	\$0.00	
							20% Contingency	\$0.00	
							Total	\$0.00	