

**INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN
TEHAMA COUNTY DEPARTMENT OF AGRICULTURE
AND TEHAMA COUNTY PUBLIC WORKS**

This Interagency Memorandum of Understanding (MOU) is entered into between the Tehama County Department of Agriculture, (“TCDA”) and the Tehama County Department of Public Works, (“TCPW”) for the purpose of providing noxious weed control for TCPW.

1. **RESPONSIBILITIES OF TCDA**

During the term of this agreement, TCDA will provide noxious weed control application services for TCPW, including labor, supervision and survey services. TCDA may provide select herbicides when necessary. Noxious weed control activities will be performed along county roadways agreed upon by both TCDA and TCPW. TCDA will provide annual pesticide handler training to TCPW applicators.

2. **RESPONSIBILITIES OF TCPW**

TCPW shall compensate TCDA for noxious weed control application services provided according to Section 3 of this agreement. TCPW shall provide TCDA with the necessary herbicides to complete applications along the agreed upon county roadways.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, TCDA shall be entitled to a compensation rate equal to the actual position productive hourly rate, which includes actual position salary plus benefits for all positions performing services. TCDA shall be reimbursed for any herbicide supplied for TCPW. The total compensation payable under this MOU shall not exceed \$35,000.00.

4. **BILLING AND PAYMENT**

Within 30 days after the end of each fiscal year, the TCDA shall submit to TCPW an itemized invoice listing the description of service and amount then due for all services rendering during the fiscal year.

5. **TERM OF AGREEMENT**

This agreement shall commence on May 1, 2026 and shall terminate June 31, 2027, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement on 30 days' written notice. TCPW shall pay TCDA for all work satisfactorily completed as of the date of notice. TCDA or TCPW may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The right to terminate this agreement may be exercised by the Tehama County Agricultural Commissioner or the Tehama County Public Works Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TCDA shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

8. **NONASSIGNMENT OF AGREEMENT**

In as much as this agreement is intended to secure the specialized services of TCDA, TCDA may not assign, transfer, delegate or sublet any interest herein without the prior written consent of TCPW.

9. **INSURANCE**

TCDA and TCPW acknowledge that each participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors.

10. **NON-DISCRIMINATION**

TCDA shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of

personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

11. **GREEN PROCUREMENT POLICY**

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

12. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

13. **LAW AND VENUE**

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

14. **AUTHORITY**

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

15. **NOTICES**

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

TCDA: Tehama County Department of Agriculture
Attn: Agricultural Commissioner
PO Box 38
Red Bluff, CA 96080
PH: (530) 527- 4504

TCAC: Tehama County Public Works
Attn: Director
9380 San Benito Ave.
Gerber, CA 96035
PH: (530) 385-1462

Notice shall be deemed to be effective two (2) days after mailing.

16. **NON-EXCLUSIVE AGREEMENT**

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

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

TEHAMA COUNTY DEPARTMENT OF AGRICULTURE

Date: _____

Thomas Moss,
Tehama County Agricultural Commissioner

TEHAMA COUNTY PUBLIC WORKS

Date: _____

Tom Provine,
Administrative Services Director
Interim Public Works Director

Approved as to form by
Tehama County Counsel

By: