

**INTERAGENCY COOPERATIVE AGREEMENT BETWEEN
TEHAMA COUNTY TRANSPORTATION COMMISSION AND
TEHAMA COUNTY PUBLIC WORKS**

This Interagency Agreement (Agreement) is entered into by and between the Tehama County Transportation Commission (TCTC) and Tehama County Public Works (TCPW) for the purpose of providing financial assistance for the Park Fire Hazard Tree Removal Project under the agreement between TCPW and the Tehama County Resource Conservation District.

1. RESPONSIBILITY OF TCTC

TCTC is the designated Regional Transportation Planning Agency (RTPA) for Tehama County and administers Local Transportation Funds (LTF). TCTC has determined that providing temporary financial support for emergency response and recovery efforts aligns with its role in regional transportation safety and planning. Through this Agreement, TCTC shall provide a short-term loan of LTF reserves to support TCPW's implementation of the Park Fire Hazard Tree Removal Project.

2. RESPONSIBILITY OF TCPW

TCPW is the implementing agency responsible for the planning, design, construction, and maintenance of public infrastructure within Tehama County. Under this Agreement, TCPW shall use the LTF loan solely for costs incurred in the management and execution of the Park Fire Hazard Tree Removal Project, including contractor payments, equipment use, and other direct operational expenses.

3. FUNDING AMOUNT

TCTC agrees to provide a loan of **\$188,775.00** from its Local Transportation Fund reserves to TCPW. These funds shall be used exclusively for expenses related to the aforementioned hazard tree removal project.

4. BILLING AND PAYMENT

Funds will be transferred to TCPW via interdepartmental transfer in a **single lump-sum payment** within ten (10) business days of agreement execution. TCPW agrees to repay the full amount of the loan, without interest, in installments according to a repayment plan to be mutually developed within 60 days of disbursement. The loan shall be repaid in full no later than **June 30, 2029**, unless otherwise amended.

5. TERM OF AGREEMENT

This Agreement shall be effective as of **June 5, 2025**, and shall remain in effect until all funds are fully repaid or until **June 30, 2029**, whichever occurs first, unless amended or terminated earlier as provided in Section 6.

6. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon thirty (30) days' written notice. In the event that state or local funding is reduced or eliminated, or if TCTC fails to appropriate sufficient funds to support this Agreement, either party may terminate immediately by providing oral and subsequent written notice. The authority to terminate this agreement lies with the Executive Director of TCTC or the Director of TCPW.

7. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire understanding between the parties and supersedes all prior written or oral agreements regarding the subject matter. Any amendments must be made in writing and signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

All activities under this Agreement shall comply with applicable federal, state, and local laws, rules, and regulations. Any changes in legal status or ability to perform the work must be immediately reported to the other party..

9. LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Any legal action arising from this Agreement shall be brought in the Superior Court of California, County of Tehama.

10. AUTHORITY

Each person executing this Agreement represents and warrants that they have the authority to do so and to bind their respective agency or department.

11. 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 address.

TCTC: Tehama County Transportation Commission
Attn: Executive Director
1509 Schwab Street
Red Bluff, CA 96008
(530) 385-1462

TCPW: Tehama county Public Works
Attn: Director
9380 San Benito Avenue
Gerber, CA 96035-9701
PH: (530) 385-1462

12. AUDITING AND ACCOUNTING

TCPW shall maintain accurate records of all expenditures made with the loaned funds and shall make such records available to TCTC upon request. TCTC reserves the right to audit project expenditures to verify appropriate use of funds.

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

TEHAMA COUNTY TRANSPORTATION COMMISSION

DATE: _____

Jessica Riske-Gomez, Deputy Director

TEHAMA COUNTY PUBLIC WORKS

DATE: _____

Will Pike, Interim Director

Approved as to form by
Tehama County Counsel

By: