

**SECOND INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND THE RESOURCE CONSERVATION DISTRICT OF TEHAMA
COUNTY FOR THE PERFORMANCE OF EMERGENCY SUPPORT SERVICES
ASSOCIATE WITH THE PARK INCIDENT OF 2024**

1. RESPONSIBILITIES OF RESOURCE CONSRVATION DISRICT

This Agreement is entered into between the County of Tehama "COUNTY" and the Resource Conservation District of Tehama County "DISTRICT" for the purpose of burned area mitigation efforts related to and attributed to the Park Incident of 2024 in order to clear debris and roadways for the purpose of public safety and emergency responses in the burned areas. This work is intended to address and mitigate Tehama County's transportation infrastructure damages.

2. RESPONSIBILITIES OF THE COUNTY OF TEHAMA

THE COUNTY shall compensate THE DISTRICT for said services pursuant to Section 3 and 4 of this agreement. COUNTY may also provide the necessary access, permits, and assistance required to fulfill the obligations under this agreement.

3. COMPENSATION

DISTRICT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C for performing the Scope of Services described in this Agreement. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for COUNTY employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed **\$840,000.00**. DISTRICT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. DISTRICT shall have no claim against COUNTY for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by DISTRICT after the expiration or other termination of this Agreement. DISTRICT shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and DISTRICT agrees that COUNTY has no obligation, whatsoever, to compensate or reimburse DISTRICT for any expenses, direct or indirect costs, expenditures, or charges of any nature by DISTRICT that exceed the Maximum Compensation amount set forth above. Should DISTRICT receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, DISTRICT shall submit to COUNTY an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. COUNTY shall make payment of all undisputed amounts within 30 days of

receipt of DISTRICT's invoice. COUNTY shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate **December 31, 2025** unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If DISTRICT fails to perform his/her duties to the satisfaction of the COUNTY, or if DISTRICT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if DISTRICT violates any of the terms or provisions of this agreement, then the COUNTY shall have the right to terminate this agreement effective immediately upon the COUNTY giving written notice thereof to the DISTRICT. Either party may terminate this agreement on 30 days' written notice. COUNTY shall pay DISTRICT for all work satisfactorily completed as of the date of notice. COUNTY may terminate this agreement immediately upon written notice should funding cease or be materially decreased or should the COUNTY Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The COUNTY's right to terminate this agreement may be exercised by the Director of Public Works.

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. DISTRICT 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. DISTRICT specifically acknowledges that in entering into and executing this agreement, DISTRICT relies solely upon the provisions contained in this agreement and no other written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of DISTRICT, DISTRICT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the COUNTY.

9. EMPLOYMENT STATUS

DISTRICT shall, during the entire term of this agreement, be construed to be an independent DISTRICT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which DISTRICT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by DISTRICT shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the COUNTY is to ensure that the services shall be rendered

and performed in a competent, efficient and satisfactory manner. DISTRICT shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of DISTRICT, if DISTRICT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from DISTRICT's compensation. DISTRICT shall not be eligible for coverage under COUNTY's Workers Compensation Insurance Plan nor shall DISTRICT be eligible for any other COUNTY benefit.

10. INDEMNIFICATION

DISTRICT shall defend, hold harmless, and indemnify Tehama COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of COUNTY), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of COUNTY) being damaged, arising out of DISTRICT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. DISTRICT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. DISTRICT shall also defend and indemnify COUNTY against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the COUNTY with respect to DISTRICT's "independent DISTRICT" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

DISTRICT shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For DISTRICT," attached hereto and incorporated by reference.

12. PREVAILING WAGE

DISTRICT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, DISTRICT agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, COUNTY will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. DISTRICT shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the DISTRICT or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, DISTRICT specifically acknowledges that COUNTY has not affirmatively represented to DISTRICT in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was

not a “public work.” To the fullest extent permitted by law, DISTRICT hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

DISTRICT acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no DISTRICT or subcontractors may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

DISTRICT acknowledges that no DISTRICT or subcontractors may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, DISTRICT acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

DISTRICT 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.

14. 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.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by DISTRICT under to 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 the COUNTY immediately.

16. 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.

17. 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.

18. 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:

If to COUNTY: Tehama County Public Works
9380 San Benito
Gerber, CA 96035

If to DISTRICT: Resource Conservation District of Tehama County
P.O. Box 1232
Red Bluff, CA 96080

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT:

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

20. RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties

hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

23. FEDERAL REQUIREMENTS:

This agreement shall incorporate all applicable federal clauses required for federally funded contracts if required, including but not limited to:

- Buy America provisions
- Federal civil rights and non-discrimination compliance
- Compliance with federal debarment and suspension regulations
- Lobbying restrictions and certifications
- Environmental and energy conservation requirements
- DBE (Disadvantaged Business Enterprise) participation and reporting requirements
- Record-keeping and access to records provisions
- Compliance with Clean Air Act and Federal Water Pollution Control Act
- Compliance with ADA and accessibility regulations

24. EXHIBITS

- Exhibit A: Insurance Requirements
- Exhibit B: Scope of Work – Park Fire Wood Management (Full document attached)
- Exhibit C: Fee Schedule

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this agreement on the day and year set forth below upon signature by the Chair of the Board of Supervisors.

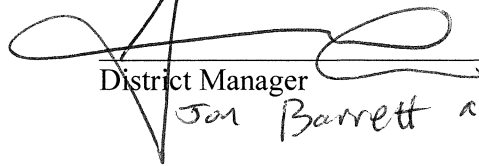
COUNTY OF TEHAMA

Date: _____

William Pike, Interim Director of Public Works

**TEHAMA COUNTY RESOURCE
CONSERVATION DISTRICT**

Date: 5.6.2025



District Manager
Jon Barrett as RCDTC

**Approved as to form by
Tehama County Counsel**

By: Brittany Ziegler

Exhibit A

INSURANCE REQUIREMENTS FOR DISTRICT

DISTRICT shall procure and maintain, for the duration of the contract, 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 herein and the results of that work by DISTRICT, his/her agents, representatives, employees or subcontractors. At a minimum, DISTRICT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)
\$5,000,000 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.

Workers' Compensation

If DISTRICT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover DISTRICT and DISTRICT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (DISTRICT/Professional services standard agreement only)

If DISTRICT is a state-licensed architect, engineer, DISTRICT, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, DISTRICT 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.

If DISTRICT maintains higher limits than the minimums shown above, COUNTY shall be entitled to coverage for the higher limits maintained by DISTRICT.

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

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama COUNTY, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "COUNTY of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

For any claims related to this project, DISTRICT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of DISTRICT's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the COUNTY."

Acceptability of Insurers

DISTRICT'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 the COUNTY. The COUNTY reserves the right to require rating verification. DISTRICT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

DISTRICT shall require and verify that all Subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, DISTRICT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. COUNTY, in its sole option, may terminate the contract and obtain damages from DISTRICT resulting from breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to DISTRICT, COUNTY may deduct from sums due to DISTRICT any premium costs advanced by COUNTY for such insurance.

Policy Obligations

DISTRICT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

DISTRICT shall furnish COUNTY with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the COUNTY prior to COUNTY signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Exhibit B Scope of Work

Tehama County Post Park Fire – Wood Management

Work performed is for the purpose of dealing with wood, logs, and woody debris generated by Emergency Hazard Tree Removal as a response to the 2024 Park Fire.

Project area to include roads identified by Tehama County Public Works – Transportation.

Including but not limited to: Little Giant Mill Road, Plumb Creek Road, Hogsback Road, Ponderosa Way, Lanes Valley, Inskip Road, Vianet Road, Moulton Loop Road, Paynes Creek Loop, Campbellville Road down to Ponderosa Way and Roads adjacent to/around the Sky Ranch and Canyon View Loop area, Staging Area. *NOTE: Addition/removal of roads/project area may vary due to non-County/RCDTC agents who removed trees during Park Fire Incident.

RCDTC Role & Responsibilities

1. Subcontracting for tree removal.
 - Subcontractor scope creation, bid packet creation, pre bid conference facilitation and bid review), prevailing wage compliance, contractor selection, and direct contracting.
2. Initial assessment of woody material.
 - Driving, assessing and mapping debris data for comprehensive inventory.
3. Permitting - Including but not limited to all required environmental studies.
 - (CEQA – *unless otherwise specified, NEPA will result in change order or separate contract).
4. Monitoring & Mitigation.
 - Environmental, archeological, Tribal (to potentially include Outreach, acquisition, invoicing, conducting, scheduling, and coordination).
5. Site preparation.
 - Flagging, mapping avoidance measures, site surveys, riparian assessment (can include *ancillary tasks as needed).
6. Contractor Oversight/ Management.
 - Registered professional Forester, Project Manager, and Forestry Specialist oversight, management, and work verification of contractor, Environmental and necessary training of staff and contractor.
7. Documentation.
 - Of work completed and mapping of completed roads and area.
 - Of internal RCDTC records, invoices and accounting.
8. Adding additional services.
 - Tehama County, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to RCD in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both County and RCD of up to twenty (20) percent within the current maximum allowable and would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of County.

Exhibit C
Fee Schedule