

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND THE CITY OF RED BLUFF
REGARDING LEASE OF THE RIO & WALNUT TRANSFER FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is entered into as of the 19th day of May, 2026 (the “Effective Date”), by and between the COUNTY OF TEHAMA, through its DEPARTMENT OF PUBLIC WORKS (“County” or “Lessee”), and the CITY OF RED BLUFF (“City” or “Lessor”), for the lease of the Rio and Walnut Red Bluff Transit Transfer Center.

1. RESPONSIBILITIES OF CITY

During the term of this Agreement, Lessor shall hereby lease unto COUNTY the Premises described as follows: Bus and Ride facility and grounds (hereinafter referred to as the “Premises”) located at 735 Rio Street, Red Bluff, CA. Assessor’s Parcel Numbers 029-384-002 and 029-384-001 are associated with the facility located adjacent to the southwest intersection of Rio and Walnut Street. The lease includes all infrastructure, buildings, parking areas, and landscaping. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of COUNTY’s agents, employees, or guests.

2. RESPONSIBILITIES OF THE COUNTY

During the lease term, COUNTY shall maintain the leased premises in good repair and tenantable condition, so as to minimize loss of use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.
- Furnishing prompt, good quality repair of the building, equipment, and landscaping.
- Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems including but not limited to, security and access control, landscaping irrigation systems, lighting, and restroom facilities.

- Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, and other lighting as required.
- Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter- and weed-free, and neatly mowed and/or trimmed condition.
- Keeping all walkways, parking lots, entrances, and auxiliary areas free of litter, water, oil spills, debris, or other materials which may be hazardous to users of the facility. This will include periodic pressure washing to remove undesirable materials.

3. **ALTERATIONS/IMPROVEMENTS**

COUNTY may make any and all improvements or alterations to the Premises that are reasonably necessary to improve the established transit terminal, restrooms, parking, sidewalks, landscaping and associated physical features upon the Premises. COUNTY shall make such improvements in compliance with all applicable law and at COUNTY's cost and expense.

COUNTY shall negotiate and supervise all contracts for the furnishing of services, labor, and materials for the maintenance of improvements on the Premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of improvements.

COUNTY shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

COUNTY shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of COUNTY. Furthermore, any and all alterations, additions, improvements, and fixtures

made or placed in or on the premises by COUNTY or any other person shall on expiration or earlier termination of this Agreement, become the property of City and remain on the premises.

City shall not, under any circumstances be liable for any consequential, exemplary, incidental or punitive damages, or for any compensation or claim whatsoever for inconvenience, loss of business, or annoyance arising from or relating to the COUNTY's loss of use of the Premises or any such personal property. Any property of COUNTY installed or located in the Premises must be removed promptly upon expiration or other termination of this Agreement. Any property of COUNTY not removed within that time may be removed, stored, or disposed of by City.

4. **COMPENSATION AND PAYMENT**

COUNTY agrees to pay to City a fixed Annual Rental Sum for the use and occupancy of the Premises, as set forth below:

- The Annual Rental Sum for the period from June 30, 2026, through December 31, 2026, shall be \$1.00.
- The Annual Rental Sum for the period from January 1, 2027, through December 31, 2027, shall be \$1.00.
- The Annual Rental Sum for the period from January 1, 2028, through December 31, 2028, shall be \$1.00.
- The Annual Rental Sum for the period from January 1, 2029, through December 31, 2029, shall be \$1.00.
- The Annual Rental Sum for the period from January 1, 2030, through December 31, 2030, shall be \$1.00.

Rent shall be paid by check payable to "City of Red Bluff" in advance on or before the first day of each calendar year during the term of this agreement. Payment shall be delivered or mailed to the City at the address below.

As and for additional rent, COUNTY shall pay maintenance costs and utilities of and for the Premises during the term of this Agreement and all other sums expressly required to be paid by COUNTY pursuant to the terms of this Agreement, subject to the terms and conditions contained in this Agreement.

5. **TERM OF AGREEMENT**

This Agreement shall commence on the date of signing and shall terminate December 31, 2030, unless terminated in accordance with Section 6 below. In the event Lessee holds over and continues in possession of the Premises after expiration of the term, Lessee's continued occupancy of the Premises shall be considered an annual tenancy subject to all the terms and conditions of this Agreement.

6. **TERMINATION OF AGREEMENT**

If City or COUNTY fails to perform its duties to the satisfaction of the other party, or if COUNTY or City fails to fulfill in a timely and professional manner its obligations under this Agreement, or if COUNTY or City violates any of the terms or provisions of this Agreement, then the other party shall have the right to terminate this Agreement effective immediately upon giving written notice thereof to the other party. Either party may terminate this Agreement on thirty (30) days' written notice with or without cause. Any rent, utility, maintenance, or other amounts due and owing as of the date of termination shall be paid in accordance with this Agreement. This Agreement may terminate 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.

7. **DESTRUCTION OF PREMISES**

If the Premises or any portion thereof are altered, destroyed, or damaged by fire or other casualty so as to materially hinder effective use of the facilities, through no fault or negligence of COUNTY, COUNTY may terminate this Agreement upon thirty (30) days written notice to City. In such event, COUNTY shall have no obligation to repair any damage to any portion of premises.

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

8. **ENTIRE AGREEMENT; MODIFICATION**

This Agreement for the lease of the Premises specified herein supersedes all previous agreements for the lease of the Premises and constitutes the entire understanding between the parties hereto. COUNTY 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. COUNTY specifically acknowledges that, in entering into and executing this Agreement, COUNTY relies solely upon the provisions contained in this Agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this Agreement is intended to provide for the lease of the Premises to COUNTY, COUNTY may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the City.

10. **EMPLOYMENT STATUS**

COUNTY shall, during the entire term of this Agreement, be construed to be an independent agency, and nothing in this Agreement 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 manner in which COUNTY operates, maintains, or uses the Premises, except as expressly provided in this Agreement. The sole interest of City is to ensure that this Agreement is rendered and performed in a competent, efficient, and satisfactory manner.

11. **INDEMNIFICATION**

COUNTY shall defend, hold harmless, and indemnify City, 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 City), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of City) being damaged, arising out of COUNTY's performance of work hereunder or its failure to comply with

any of its obligations contained in this agreement, whether by negligence or otherwise. COUNTY shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. City shall defend, hold harmless, and indemnify 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 City's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. The City shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

12. **INSURANCE**

COUNTY shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Lessee," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

COUNTY 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, COUNTY 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, City 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. COUNTY shall defend, indemnify and hold the City, 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 COUNTY or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, COUNTY specifically

acknowledges that City has not affirmatively represented to COUNTY in writing, in the call for proposal, or otherwise, that the work to be covered by the proposal or contract was not a “public work.” To the fullest extent permitted by law, COUNTY hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

COUNTY acknowledges the requirements of Labor Code sections 1725.5 and 1771.1, which provide that no contractor or subcontractor 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 Code section 1771.1(a).

COUNTY acknowledges that no contractor or subcontractor 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, COUNTY acknowledges that this agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

COUNTY 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.

15. **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.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All activities to be performed by COUNTY 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 the City immediately.

17. **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.

18. **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 purporting to act.

19. **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 City: Tom Westbrook, City Manager
555 Washington Street
Red Bluff, CA 96080

If to COUNTY: Jessica Riske-Gomez, Deputy Director
1509 Schwab Street
Red Bluff, CA 96080

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

20. **NON-EXCLUSIVE AGREEMENT:**

COUNTY understands that this is not an exclusive agreement, and that City shall have the right to negotiate with and enter into agreements with others providing the same or similar use of the Premises, or to perform such use with City's own forces, as City desires..

21. **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.

22. **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 it 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.

IN WITNESS WHEREOF, City and COUNTY have executed this agreement on the day and year set forth below upon signature Director of 'Public Works.

CITY OF RED BLUFF

Date: _____

JR Gonzales, Mayor

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS

Date: _____

Tom Provine, Interim Director

Approved as to form by
Tehama County Counsel

By: Maragret Long

Approved as to form by
Red Bluff City Attorney:

By: Sophia Meyer

Exhibit A

INSURANCE REQUIREMENTS FOR COUNTY

COUNTY shall procure and maintain, for the duration of the lease, 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 Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, 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.

Workers' Compensation

If COUNTY has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover COUNTY and Contractor'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 (Contractor/Professional services standard agreement only)

If COUNTY assigns 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, 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 claim made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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 “City, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “City of Red Bluff.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

For any claims related to this project, COUNTY’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of COUNTY’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 City.”

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

COUNTY shall furnish City with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the City prior to City signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.