

INTERAGENCY AGREEMENT FOR ROAD MAINTENANCE SERVICES

This Agreement is entered into on the date signed by all parties to it, by and between the County of Siskiyou, Public Works Department (hereinafter "County"), and the Town of Fort Jones (hereinafter "City").

WHEREAS, the City has requested assistance from the Siskiyou County Public Works Department in conducting road maintenance work; and

WHEREAS, the City has agreed to bear all costs associated with such work; and;

WHEREAS, the County is desirous of assisting the City in these matters; and;

WHEREAS, the California Streets & Highways Code Sections 1685 & 1803 provide authority for contracting with the City for the maintenance, construction, or repair of such streets by the County.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Agreement shall become effective on October 7, 2024 and shall terminate on October 8, 2029, unless terminated in accordance with the provisions of Paragraphs 16 and or 17 of this Agreement or as otherwise provided herein.
2. The County is authorized pursuant to California Streets & Highways Code Sections 1685 & 1803 to provide road maintenance, road construction, and road repair services to the City. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Public Works or his or her designee.
3. For each City project that the County will provide services for, the parties shall develop a work order for each project, which the County will invoice from.
4. In consideration for the services to be performed by County, City agrees to pay County in proportion to services satisfactorily performed for the term of the Agreement. The City shall purchase all necessary materials required by the County to perform the services. The City shall pay for the costs of labor, travel time, per diem, and equipment rental rates.
5. The City shall be responsible for all costs and expenses incident to the performance of services for City, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against County and all other of County's costs of performing the

Agreement. County shall not be responsible for any expense incurred by County in performing services for City.

6. The County shall submit detailed invoices for all services being rendered. The City shall pay within 30 days of receipt of invoice from Siskiyou County. County invoices will include labor, equipment, overhead expenses, and any necessary materials, using daily work reports. Any delays experienced during chip seal operations will be included in the invoices.
7. The County will assist the City by reviewing the proposed work, reviewing road surface preparation requirements, and assist in determining the quantity of materials needed.
8. The City shall perform all work necessary to prepare the roadway surface, including brooming if necessary.
9. The City shall provide traffic control, signing and advance notification to the public as they deem necessary.
10. Work will be scheduled to minimize impacts on the County's regular duties. This may require work to be performed on overtime, such as Friday's or weekends. Overtime rates will be invoiced to the City.
11. Unless the necessary County equipment is already in the area, invoices shall include transportation costs to mobilize equipment as needed and hourly rates for use of County owned equipment.
12. The County does not guarantee the work.
13. The Parties shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the Parties, their employees, or agents, including all claims relating to the injury or death of any person or damage to any property arising out of the performance of this Agreement. It is understood that the duty of either Party to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Parties acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

14. Both Parties are self-insured. A Party's utilization of self-insurance shall not in any way limit a Party's liability pursuant to this Agreement.
15. The Parties shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Agreement. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement. The Parties shall not discriminate in the employment of persons who work under this Agreement because of race, the color, national origin, ancestry, disability, sex or religion of such person.
16. The Parties may terminate this Agreement at any time by providing a notice in writing to the other Party that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by County. If the Agreement is so terminated, the County shall be paid for that percentage of the phase of work completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
17. County may terminate this Agreement in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.
18. This Agreement and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Agreement shall be brought exclusively in a state court in the County of Siskiyou.
19. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
20. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by

written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY: Siskiyou County Department of Public Works
1312 Fairlane Road
Yreka, CA 96097

and

CITY: Fort Jones
11960 East Street
Fort Jones, CA 96032
(530) 468-2281

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and City have executed this Agreement on the dates set forth below, each signatory represents that they have the authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

TOWN OF FORT JONES :

Date: 10/08/2024

Cherie Stephen
Cherie Stephen – Town Administrator

Date: 10/08/2024

Jennifer Joy Cox
Jennifer Joy Cox – Town Clerk

ACCOUNTING:

Fund	Organization	Account
2103	301010	551600
2103	301010	560100
2103	301010	552600