

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

/32A0566

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Tehama County Fire Department, hereinafter referred to as "Local Agency" or "County"

CONTRACTOR NAME

California Department of Transportation, hereinafter referred to as "Caltrans" or "Contractor"

2. The term of this Agreement is:

START DATE

October 1, 2023

THROUGH END DATE

September 30, 2026

3. The maximum amount of this Agreement is:

\$8,000.00

Eight Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
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Exhibit B	Budget Detail and Payment Provisions	1
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.das.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Transportation

CONTRACTOR BUSINESS ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Robert Carothers

TITLE

Contract Officer

CONTRACTOR AUTHORIZED SIGNATURE

Robert Carothers

DATE SIGNED

12/18/2023

SCO ID:

Miscellaneous Agreement #2023-316

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

/32A0566

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Tehama County Fire Department

CONTRACTING AGENCY ADDRESS

604 Antelope Blvd.

CITY

Red Bluff

STATE

CA

ZIP

96080

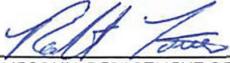
PRINTED NAME OF PERSON SIGNING

Bob Farias

TITLE

Fire Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9-27-2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Interagency Agreement

Scope of Work

1. **California Department of Transportation (Caltrans)**, and the **County of Tehama, through its Fire Department**, hereinafter referred to as **LOCAL AGENCY** enter into this Agreement for **Fuel Services** as follows.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at the Mineral Caltrans Maintenance Station located at 37900 Tehama 36 East, Mineral, California 96063.
4. This Agreement will commence on **October 1, 2023**. This Agreement shall expire on **September 30, 2026**. The services shall be provided during twenty-four (24) hours a day, seven (7) days a week. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Contractor: California Department of Transportation (Caltrans)	LOCAL AGENCY: County of Tehama
Section/Unit: Fuel Programs Management Branch	Section/Unit: Tehama County Fire Department
Contract Manager: Ruben C. Lopez Statewide Bulk Fuel Program Administrator	Project Manager: Laurianne Griffin Associate Governmental Program Analyst
Address: 3400 R Street Sacramento, CA 95816	Address: 604 Antelope Boulevard Red Bluff, CA 96080
Business Phone Number: (209) 429-6185	Business Phone Number: (530) 528-5118
Email: Ruben.C.Lopez@dot.ca.gov	Email: Laurianne.Griffin@fire.ca.gov

6. **Caltrans agrees to provide the following:**
 - A. Caltrans agrees to provide bulk fuel to LOCAL AGENCY for LOCAL AGENCY vehicles only.
 - B. Caltrans agrees to allow LOCAL AGENCY to obtain fuel at the Mineral Caltrans Maintenance station, twenty-four (24) hours per day, seven days per week.
 - C. Caltrans shall work with LOCAL AGENCY to coordinate training on the automated systems to navigate the system.
 - D. Caltrans will bill the LOCAL AGENCY for fuel used based on the monthly statewide average price, per gallon, on bulk fuel.
 - E. LOCAL AGENCY will reimburse Caltrans at the same rate of fuel price per gallon purchased from vendor as stated in **Item D**, above and specified in **Exhibit B, Item 4, Rates**.
 - F. The Caltrans Contract Manager or designee will administer the collection of fuel consumption data and reconcile the data for processing, using the cloud-based system to generate reports, the information shall be disbursed to the LOCAL AGENCY designee monthly, in arrears for invoicing purposes.

Exhibit A
Interagency Agreement

7. LOCAL AGENCY agrees to provide the following:

- A. LOCAL AGENCY shall provide their Fleet/Fuel Card account numbers to the designated EJ Ward Personnel, which will be used for activation purposes at the pump.
- B. LOCAL AGENCY shall exercise reasonable care when on Caltrans property while utilizing Caltrans equipment.
- C. LOCAL AGENCY shall accept responsibility for any repairs and liability for damage and/or loss to Caltrans equipment and/or property made necessary by or resulting from damage, negligent act, or omission by LOCAL AGENCY and its personnel.
- D. LOCAL AGENCY will be held responsible for any loss or damage to LOCAL AGENCY vehicles caused by LOCAL AGENCY under this Agreement.
- E. Only authorized personnel of LOCAL AGENCY shall be eligible to use the bulk fuel site and shall obtain bulk fuel utilizing their LOCAL AGENCY fuel card to access the fuel.
- F. Fuel will be pumped by authorized personnel of LOCAL AGENCY directly into LOCAL AGENCY vehicles only, and only after training on the new automated equipment has been completed successfully.

Exhibit B
Interagency Agreement

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon receipt and approval of invoices from Caltrans, LOCAL AGENCY agrees to compensate Caltrans for actual expenditures incurred in accordance with the rates set forth in **Item 4, Rates**, and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Caltrans Contract Manager or designee, unpaid, for correction.
- B. Invoices shall include a copy of the usage report, which shall include the following:
 - 1) LOCAL AGENCY Contract Number
 - 2) Caltrans Contract Number
 - 3) Maintenance Station Information where fuel was obtained (as shown in **Exhibit A, Item 3**)
 - 4) Price per gallon
 - 5) Fuel Type (if applicable)
- C. Invoices shall be submitted to LOCAL AGENCY in triplicate, not more frequently than monthly, in arrears, to:

Name: Laurianne Griffin, AGPA
Office: Tehama County Fire Department
Address: 604 Antelope Boulevard
Red Bluff, CA 96080

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LOCAL AGENCY shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 9210 and 9211.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division Title 2 of the Government Code of the State of California.

4. Rates

The cost of fuel will be calculated based on the monthly statewide average per gallon for fuel type used. No administrative fee will be added to the per gallon price.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
Interagency Agreement

Special Terms and Conditions

1. Equipment

The LOCAL AGENCY agrees to exercise reasonable care in using Caltrans Maintenance Stations statewide equipment and accept responsibility for repairs and liability for damage or loss made necessary by or resulting from any negligent act or omission of LOCAL AGENCY personnel. Caltrans will not be held responsible for any loss or damage to LOCAL AGENCY's vehicles under this Agreement.

2. Changes in Terms/Amendment

Agreement may be amended by mutual written consent of the parties hereto.

3. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within a reasonable period (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the administrative Services officer (or designated representative) of each organization for joint resolution.

4. Authorization

LOCAL AGENCY agrees to provide CALTRANS with a resolution, motion, order, or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of LOCAL AGENCY.

5. Termination

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

6. 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. Caltrans 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. Caltrans specifically acknowledges that in entering and executing this agreement, Caltrans relies solely upon the provisions contained in this agreement and no other oral or written representation.

**Exhibit D
Interagency Agreement**

7. Non-assignment of Agreement

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

8. Employment Status

Caltrans shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LOCAL AGENCY to exercise discretion or control over the professional manner in which Caltrans performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Caltrans shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the LOCAL AGENCY is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Caltrans 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 Caltrans, if Caltrans were a LOCAL AGENCY employee. LOCAL AGENCY shall not be liable for deductions for any amount for any purpose from Caltrans's compensation. Caltrans shall not be eligible for coverage under LOCAL AGENCY's Workers Compensation Insurance Plan, nor shall Caltrans be eligible for any other LOCAL AGENCY benefit.

9. Indemnification

Caltrans shall defend, hold harmless, and indemnify Tehama LOCAL AGENCY, 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 LOCAL AGENCY), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of LOCAL AGENCY) being damaged, arising out of Caltrans's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Caltrans shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Caltrans shall also defend and indemnify LOCAL AGENCY 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 LOCAL AGENCY with respect to Caltrans's "independent Contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

10. Non-Discrimination

Caltrans 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 based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Exhibit D
Interagency Agreement

11. Green Procurement Policy

Tehama LOCAL AGENCY Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they are available at no more than the total cost of non-recycled products. Caltrans is encouraged to conform to this policy.

12. Compliance with Laws and Regulations

All services to be performed by Caltrans 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 LOCAL AGENCY 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 law provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama LOCAL AGENCY, 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:

If to LOCAL AGENCY: Tehama County Fire Department
604 Antelope Boulevard
Red Bluff, CA 96080

If to Caltrans: California Department of Transportation
3400 R Street
Sacramento, CA 95816

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

16. Non-Exclusive Agreement

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

Exhibit D
Interagency Agreement

17. 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.

18. No Third-Party Beneficiaries

Neither party intends that any person shall have a cause of actions 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.

19. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

20. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

21. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Exhibit D
Interagency Agreement**

IN WITNESS WHEREOF, LOCAL AGENCY and Caltrans have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Bob Farias, Fire Chief

Date: 9-27-2023



Signature

**CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

Robert Carothers _____, Contract Officer

Date: 12/18/2023

Printed Name

Robert Carothers

Signature

Exhibit E
Interagency Agreement

Additional Provisions

1. Insurance

As an instrumentality of the State of California, Caltrans is self-insured under the State of California, Office of Risk, and Insurance Management. for liability exposures in accordance with Government Code section 11007.4. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business.

2. Workers' Compensation and Employer's Liability

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

**BEFORE THE BOARD OF DIRECTORS OF THE
TEHAMA COUNTY FIRE DEPARTMENT
COUNTY OF TEHAMA, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 2023-92

Approving the Department of Transportation for fuel services from October 1, 2023 through September 30, 2026, OR three years from last signature date, whichever is later.

BE IT RESOLVED by the Board of Supervisors of Tehama County, that said Board does hereby approve the Agreement with the California Department of Transportation dated as of the last signatory date on page 2 of the Standard Agreement, and any amendments thereto. This Agreement provides for fuel services at the Mineral Caltrans Maintenance Station, during the term of this Agreement, October 1, 2023 through September 30, 2026 up to and no more than the amount of \$8,000.00

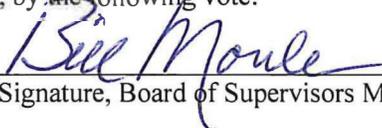
BE IT FURTHER RESOLVED that BILL MOULE Chair of said Board be and hereby is authorizing County Fire Chief, Bob Farias to sign and execute said Agreement and any amendments on behalf of the Tehama County Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Tehama, at a regular meeting thereof, held on the 17 day of OCTOBER, by the following vote:

AYES: MOULE, LEACH, HANSEN, NOLEN AND CARLSON

NAYS: NONE

ABSENT: NONE


Signature, Board of Supervisors Member

Printed Name and Title

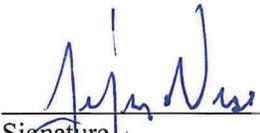
Signature, Board of Supervisors Member

JOHN LEACH, VICE CHAIR
Printed Name and Title

**-----CERTIFICATION OF RESOLUTION-----
ATTEST:**

I JENNIFER VISE, Clerk of the TEHAMA COUNTY BOARD OF SUPERVISORS,
County of TEHAMA California do hereby certify that this is a true and
correct copy of the original Resolution Number 2023-92.

WITNESS MY HAND OR THE SEAL OF THE CLERK OF THE BOARD OF SUPERVISORS, on
this 21 day of NOVEMBER, 2023.


Signature

CLERK OF THE TEHAMA COUNTY BOARD OF SUPERVISORS
Title and Name of Local Agency

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**