

Agreement Number _____

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

RULE 2:11D INDIRECT SOURCE PROJECT AGREEMENT

This Agreement (Agreement) is between the Tehama County Air Pollution Control District (TCAPCD), a public agency of the State of California, and the Resource Conservation District of Tehama County (Participant), the original applicant to the Indirect Source Project Program:

WHEREAS, the California Clean Air Act of 1988 gives authority to Districts to regulate indirect sources of emissions; and

WHEREAS, Health and Safety Code section 40716, states that "a district may adopt and implement regulations to ... reduce or mitigate emissions from indirect and areawide sources of air pollution"; and

WHEREAS, Health and Safety Code section 42311, subdivision (g) specifically allows district to adopt a schedule of fees on areawide or indirect sources which are regulated, but for which permits are not issued, to cover the costs of District programs related to this source; and

WHEREAS, on October 26, 2010 the Tehama County Air Pollution Control District (TCAPCD) Board of Directors approved Resolution No. 79-2010 authorizing the "Rule 2:11D Indirect Source Fees;" and

WHEREAS, "Rule 2:11D Indirect Source Fees" provides a sound method for mitigating the emissions produced from the operation of new commercial and residential development projects throughout the County of Tehama, including within the incorporated cities in the County; and

WHEREAS the Participant submitted an application on behalf of Tehama County, and was selected for Rule 2:11D mitigation project funding in the amount of \$47,000, from TCAPCD to assist with the use of a Carbonizer to reduce Particulate Matter (PM) and Oxides of Nitrogen (NO_x) and emissions from whole orchard removal; and

WHEREAS the TCAPCD Board of Directors, upon recommendation of the Rule 2:11D Review Committee, believes the proposal is both cost-effective and provides air quality and health benefits to a large number of citizens in Tehama County; and

WHEREAS, the Participant represents that the project described herein is NOT required by any local, state, and/or federal rule or regulation, and controlling board policy does NOT require the purchase;

NOW THEREFORE, the parties agree as follows:

Agreement Number _____

1. Participant shall present to TCAPCD an invoice for the project described in Exhibit "A." Participant shall include with its invoice documentation satisfactory to TCAPCD demonstrating that the actual cost of the project incurred by Participant equal or exceeds \$47,000. Within thirty (30) days after Participant presents such invoice, TCAPCD will transfer to Participant a sum equal to the lesser of the actual cost of the project or \$47,000. Upon tender of the aforementioned sum, TCAPCD's obligations under this Agreement shall be fully performed, and TCAPCD shall have no further obligation to Participant. In no event shall Districts obligation under this Agreement exceed \$47,000.
2. This Agreement shall begin upon the execution of the Agreement by both parties and terminate upon the completion of the project described in Exhibit "A."
3. Participant shall provide all materials and labor to perform the work outlined in this Agreement and as set forth on Exhibit "A".
4. Participant and its employees shall, during the entire term of this agreement, be construed to be an independent contractor of TCAPCD, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow TCAPCD to exercise discretion or control over the professional manner in which Participant performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Participant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of TCAPCD is to insure that the services shall be rendered and performed in a competent efficient and satisfactory manner. Participant 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 Participant, were Participant or its employee(s) a TCAPCD employee. TCAPCD shall not be liable for deductions for any amount for any purpose from Participant's or Participant employees' compensation. Participant and Participant's employees shall not be eligible for coverage under TCAPCD's Workers Compensation Insurance Plan nor shall Participant be eligible for any other TCAPCD benefit. Participant and any employee(s) provided by Participant under this agreement shall not be an employee of TCAPCD. Participant has full rights to manage its employees, subject to the requirements of the law. Participant shall be responsible for making any and all social security withholding, income tax withholding, or any other wage withholding of any nature required from the compensation paid to its employees, including all employees provided under this agreement.
5. Participant shall defend, indemnify, and hold harmless District, its officers, agents, employees, and volunteers from any and all losses, costs, damages, fines, or expenses (including attorney fees, litigation expenses, court costs, and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any act or omission of Participant related to this Agreement, or which are related in any way to the project(s) for which financial assistance or other incentives are received from the District by "Participant."
6. Participant acknowledges that receipt of this incentive prohibits application for any form of emission reduction credits for this project including: Emission Reduction Credit (ERC), Mobile Emission Reduction Credit (MERC) and/or Certificate of Advanced Placement (CAP), for all time, from TCAPCD or any other Air Quality Management or Air Pollution

Agreement Number _____

**EXHIBIT “A”
RULE 2:11D INDIRECT SOURCE FEE
FUNDING PROJECT**

Project ID **2025-001**

Exhibit A is intended to provide direction and specific requirements necessary to fully execute the proposed project(s) described as the following:

Participant shall operate a Carbonizer for a whole orchard tear out to incinerate 80 acres of prune trees on the Poor and Homeless Housing (PATH) property located at 380 Sale Lane, Red Bluff, CA.

Participant shall operate the Carbonizer in compliance with all District rules and in accordance with manufacturer specifications.

Agreement Number _____

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. For one year from the execution of this Agreement, Participant shall, at its sole expense, obtain and maintain in full force and full force and effect the types and amounts of insurance, or participation in self-insurance program, as follows:

COMMERCIAL/GENERAL LIABILITY: Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operation.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

WORKERS COMPENSATION: If Participant has employees, he/she shall obtain and maintain continuously worker's compensation insurance as required by California law to cover Participant and Participant's employees and partners.

2. Participant shall maintain in force at all times during the term of this Agreement property insurance in an amount of not less than the replacement value of the equipment/engine(s) subject to this Agreement, and covering all risks of loss, damage or destruction of such equipment/engine(s). The policy shall list the DISTRICT as loss payee.

3. With regard to all insurance provided as required hereunder:

Notice of Cancellation: Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of Participant's insurance premium is permissible.

Supplementary Payments: The above-stated limits of liability coverage for Commercial/General Liability assumes that the standard "supplementary payments: clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.

Participant's Insurance Primary: The Participant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustee, agents, employees or volunteers shall be excess to the Participants insurance and shall not contribute with it.

Acceptability of Insurer: Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.

Exceptions: Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT.

4. Verification of Coverage

"Participant" shall furnish the DISTRICT with insurance or self-insurance and/or original endorsement(s) and/or binder(s) affecting coverage required below, as directed by the

Agreement Number _____

DISTRICT. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If Participant provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess Participant's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he finds that sufficient coverage will not be afforded to the DISTRICT.

Agreement Number _____

15. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
16. The Parties acknowledge that time is of the essence of this Agreement and of each covenant, term and condition herein.
17. Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Joseph Tona, Air Pollution Control Officer Tehama County Air Pollution Control District P.O. Box 1169 Red Bluff, CA 96080 Phone: (530) 527-3717	Amy Kendrick Resource Conservation District of Tehama County 206 Walnut St, Red Bluff, CA 96080 Phone Number: (530) 727-1280

The address and/or contacts may be changed by written notice to the other party.

18. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
19. No performance to be rendered or payment due under this Agreement may be delegated or assigned.
20. 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).

Approved:



Date

9.15.2025

Jon Barrett, District Manager
Resource Conservation District of Tehama County

Approved:

Date

Joseph H. Tona, Air Pollution Control Officer
Tehama County Air Pollution Control District

Approved as to Form:

Date

Deputy County Counsel

Agreement Number _____

Control District.

7. Participant 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 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, Participant agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, Participant 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. Participant shall defend, indemnify and hold the TCAPCD, 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 Participant or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Participant specifically acknowledges that TCAPCD has not affirmatively represented to contractor 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, Participant hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.
8. Participant 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.
9. The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by TCAPCD giving thirty (30) days prior written notice.
10. Participant agrees that the District shall have the right to cancel this contract or withhold payment for non-compliance if the Participant does not meet the obligations of the contract.
11. Participant agrees to be responsible for all applicable taxes on all equipment purchased.
12. The representative of Participant signing this Agreement on behalf of Participant (authorized signature) affirmatively states that he or she has legal authority to bind Participant to the terms of this Agreement.
13. Participant shall comply with all provisions of Exhibits A and B attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this agreement and any attached Exhibit(s), the main body of the agreement shall take precedence.
14. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

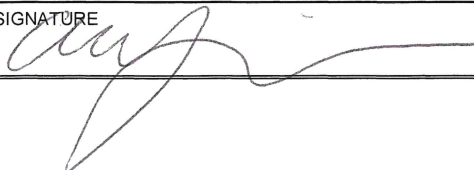
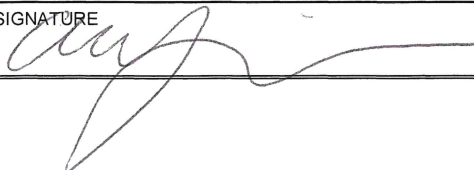
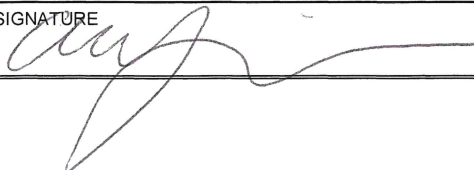
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD 204 (Rev. 2-2000)

Note: Governmental Entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1	DEPARTMENT/OFFICE Tehama County Auditor's Office STREET ADDRESS P.O. Box 669 CITY, STATE, ZIP CODE Red Bluff, CA 96080 TELEPHONE NUMBER (530) 527-3474	PURPOSE: Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on Page 2)						
2	PAYEE'S BUSINESS NAME <i>Resource Conservation District of Tehama County</i> <i>P.O. Box 1232</i> MAILING ADDRESS (Number and Street or P.O. Box Number) <i>Red Bluff, CA 96080</i> (CITY, STATE, and ZIP CODE)							
3	CHECK ONE BOX ONLY ☐ LEGAL CORPORATION ☐ MEDICAL CORPORATION ☐ EXEMPT CORPORATION (Non-profit) ☒ ALL OTHER CORPORATIONS FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) 6 8 - 0 1 4 2 2 9 2 ☐ PARTNERSHIP ☐ ESTATE OR TRUST ☐ INDIVIDUAL SOLE PROPRIETOR SOCIAL SECURITY NUMBER OWNER'S FULL NAME -	NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
4	CHECK APPROPRIATE BOX(ES) ☒ California Resident - Qualified to do business in CA or a permanent place of business in CA. ☐ Nonresident (See Page 2). Payments for services by nonresidents may be subject to state withholding. ☐ WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED ☐ SERVICES PERFORMED OUTSIDE OF CALIFORNIA	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See Page 2)						
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you. <table border="1" style="width: 100%;"> <tr> <td data-bbox="305 1787 915 1856" style="width: 50%;"> AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <i>Amy Kendrick</i> </td> <td data-bbox="932 1787 1511 1856" style="width: 50%;"> TITLE <i>Project Coordinator</i> </td> </tr> <tr> <td data-bbox="305 1856 915 1919"> SIGNATURE  </td> <td data-bbox="932 1856 1511 1919"> <table border="1" style="width: 100%;"> <tr> <td data-bbox="932 1856 1203 1919" style="width: 50%;"> DATE 9/15/2025 </td> <td data-bbox="1219 1856 1511 1919" style="width: 50%;"> TELEPHONE NUMBER (530) 727-1280 </td> </tr> </table> </td> </tr> </table>		AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <i>Amy Kendrick</i>	TITLE <i>Project Coordinator</i>	SIGNATURE 	<table border="1" style="width: 100%;"> <tr> <td data-bbox="932 1856 1203 1919" style="width: 50%;"> DATE 9/15/2025 </td> <td data-bbox="1219 1856 1511 1919" style="width: 50%;"> TELEPHONE NUMBER (530) 727-1280 </td> </tr> </table>	DATE 9/15/2025	TELEPHONE NUMBER (530) 727-1280
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PAYEE DATA RECORD

STD 204 (Rev. 2-2000) (Page 2)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. As estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call	1-800-852-5711
From outside the United States, call	1-916-845-6500
For hearing impaired with TDD, call	1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident vendors, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the vendor are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1 on page 1.