

## NAPA COUNTY AGREEMENT NO. 250381B

### GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 22<sup>nd</sup> day of April, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Allied Pacific Energy, LLC. whose address is 221 Devlin Road, Napa CA 94558, hereinafter referred to as "Contractor."

#### RECITALS

- A. County wishes to obtain goods and services in order to provide a fuel tracking and billing program for the acquisition of fuel (unleaded and diesel) at commercial fueling stations.
- B. Contractor was selected to provide the goods and services after a competitive process conducted pursuant to Request for Proposals PW012501.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

#### AGREEMENT

#### ARTICLE I – SCOPE OF SERVICES

**1.1 Scope of Services.** Contractor shall provide goods and services to County described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Quotes issued by County (if any), and Contractor's proposal or bid.

**1.2 Schedule.** Contractor shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Contractor shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.

**1.3 Warranty for Goods.** Contractor warrants to County that all goods or products provided under this Agreement shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor shall correct or replace any goods or products not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date of delivery, unless a longer period is specified by the Contract Documents.

**1.4 Warranty for Services.** Contractor warrants to County that all services provided under this Agreement shall be performed in accordance with the standards customarily adhered to by

an experienced and competent provider of the services called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Contractor shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by County within one year after completion of the services, unless a longer period is specified by the Contract Documents.

**1.5 Warranty Response Time.** Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such warranty work without further written notice to Contractor. If County takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by County in performing the warranty work, including but not limited to the cost of County staff time and the amount paid to another contractor to perform the warranty work.

**1.6 Other Remedies.** This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

**1.7 Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by County. County has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**1.8 Key Personnel.** Key personnel identified in Contractor's bid or proposal shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Contractor in writing and approved by County.

## **ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2035, unless terminated earlier in accordance with this Article.

**2.2 Suspension for Convenience.** County may suspend all or any portion of Contractor's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Contractor of such suspension. County may rescind the suspension prior to or at 60 days by providing Contractor with written notice of the rescission, at which time Contractor will be required to resume performance in compliance with the terms and provisions of this Agreement.



**2.3 Termination for Convenience.** County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Agreement. Contractor shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Agreement, whether completed or unfinished. Contractor may keep copies for its own records. County shall pay Contractor for goods and services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Contractor in providing County with the data and documents required by this paragraph. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** County may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely provide goods or services in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.4.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

**2.4.2 Cost to Cover.** If County terminates this Agreement for cause, County may procure equivalent goods and services from a different source, and Contractor shall reimburse County for any increased costs.

**2.5 Purchasing Agent's Authority.** The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

### **ARTICLE III – COMPENSATION**

**3.1 Amount of Compensation.** County shall pay Contractor for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** County shall pay Contractor at the unit prices set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon goods and services actually provided and reimbursable expenses actually incurred. A fiscal year begins on July 1 and ends on June 30.

**3.2 Payment Process.** Contractor may submit one invoice per calendar month, in arrears for goods and services provided, to the Public Works Administrative Manager who will review the invoice to confirm its contents match the goods and services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Contractor, nor is Contractor obligated to provide further goods or services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.



## ARTICLE IV – INSURANCE

**4.1 Insurance.** Prior to commencing the scope of services, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Contractor shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in providing goods or services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees, volunteers, or representatives. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Effect of Insurance.** The provisions of this Article are not limited by the requirements of Article IV related to insurance.

**5.3 Enforcement Costs.** Contractor shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

**5.4 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or contractors.

## **ARTICLE VII – COMPLIANCE WITH LAWS**

**7.1 Compliance with Controlling Law.** Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and



federal income and FICA taxes. Contractor shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

**7.4 Disclosure of Regulation Applicability – Advanced Clean Fleets.** Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

**7.4.1.** For each calendar year, Contractor shall provide verification that Contractor's fleet is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet. For each calendar year that Contractor's fleet is not listed on the CARB Advanced Clean Fleets webpage, Contractor shall provide a signed statement stating the Contractor's fleet is not subject to the High Priority and Federal Fleets regulation in title 13 of the California Code of Regulations, sections 2015 through 2015.6 and the State and Local Government Fleet regulations in title 13 of the California Code of Regulations, sections 2013 through 2013.4.

## **ARTICLE VIII – DISPUTE RESOLUTION**

**8.1 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.2 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.3 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Contractor and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.5 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## **ARTICLE IX – GENERAL PROVISIONS**

**9.1 Access to Records/Retention.** Contractor shall provide County with access to Contractor's records which are reasonably necessary for County to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY  
Director of Public Works  
Napa County  
1195 Third Street, Suite 101  
Napa, CA 94559

CONTRACTOR  
Stanley Teaderman, President  
Allied Pacific Energy, LLC  
221 Devlin Road  
Napa, CA 94558

**9.3 Independent Contractors.** Contractor and its subcontractors, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Contractor concerning the details of performing the scope of services,



or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Contractor's bid or proposal.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Contractor shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be

entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of County. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by County; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by County.

**9.9 Insolvency.** Contractor shall notify County if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.



**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty for Goods), 1.4 (Warranty for Services), 2.4.2 (Cost to Cover), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**9.20 Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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**IN WITNESS WHEREOF**, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

ALLIED PACIFIC ENERGY, LLC

By   
STANLEY TEADERMAN, President

By   
ROBERT BRASIEL, Chief Financial Officer

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of  
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>April 1, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

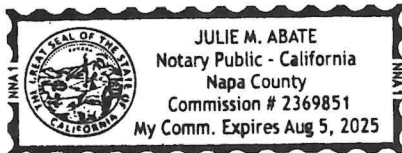
State of California )

County of Napa )On April 8, 2025 before me, Julie M Abate, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Stanley Teaderman and Robert Brasiel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie M Abate  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. Description of Goods and Services**

- 1. CONTRACTOR shall provide COUNTY with non-exclusive fueling services at commercial fueling facilities including tracking and billing for acquisition of unleaded gasoline and diesel fuels.**
  - a. Maintain and provide a fuel card program, to track usage and initiate billing.
  - b. Provide contract pricing based on the OPIS San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time for in-network fueling facilities. Pricing shall be updated on a daily basis. Other than applicable taxes, CONTRACTOR shall not charge COUNTY any additional fees or surcharges.
  - c. Provide fuel from non-network stations within Napa County and nationwide at the publicly posted Street Retail Price at those stations on the date/time for each fuel purchase.
  - d. Ability to provide a minimum of 150,000 gallons of unleaded fuel and 3,000 gallons of California Air Resources Board approved diesel fuel per full fiscal year within Napa County at modern facilities with fuel, equipment, and processes that are compliant with all statutory and regulatory requirements. Facilities shall have, or have access to, back-up auxiliary power in the event of power outage. Facilities should have security features such as adequate lighting, video surveillance, and attendants.
  - e. Provide commercial, in-network and non-network fueling station(s) within Napa County and nationwide that shall be available 24 hours a day, 7 days a week, 365 days a year.
    - i. Maintain and provide an up-to-date map and list showing all in-network fueling stations in Napa County.
    - ii. Maintain and provide an up-to-date map and list showing all non-network fueling stations in Napa County.
    - iii. Provide updated list and map any time list or map is revised or altered.
    - iv. Provide 24-hour advance notice when in-network fueling stations are scheduled to be out of service.
  - f. For in-network stations: maintain and provide a contact list for station support when/if station is not staffed.
- 2. Cards, Invoice/Billing, and Data Collection**
  - a. Provide fleet fueling cards, which, at minimum, are capable of tracking vehicle and staff ID information.
    - i. Ability to restrict card purchases to fuel only, including fuel type and quantity.

- ii. Provide vehicle cards to COUNTY (lot quantities) within seventy-two (72) working hours of receipt of request.
  - iii. Update system with employee name on individually issued driver cards and vehicle information on individually assigned vehicle cards within seventy-two (72) working hours of receipt of request, if applicable.
  - iv. Maintain and provide a customer support contact list, for contact during regular business hours as well as after-hours.
- b. Provide OPIS report on a weekly basis showing seven-day San Francisco Area Daily Branded Rack Average as of 6:00am Pacific Standard Time each day and updated on a daily basis.
- c. Provide electronic invoices once a month showing the following information:
  - Department/Division/Agency
  - Vehicle ID number
  - Driver ID number and name (if applicable)
  - Date and time of transaction
  - Site name and address
  - Volume of fuel per transaction
  - Type of fuel per transaction
  - Odometer reading
  - Distance since last fueling
  - Miles per gallon
  - Listing of all taxes and applicable fees
  - Price per gallon
  - Total dollar amount per transaction
  - Total dollar amount for invoice
  - Summary of Total volume in gallons of each type of fuel purchased
  - Summary of Total dollar amount of each type of fuel purchased
  - Summary of total gallons and dollar by card
- d. Net 30-day terms with no late fees.
- e. Provide COUNTY General Services with Master billing report including all agencies fuelservice information.
- f. Maintain and provide list of software interfacing programs for fuel management systems with special notation for compatibility with WinCAM "Cascade Software".
- g. Maintain and keep full and accurate daily record of sales transactions in connection with fuel services for a period of three (3) years. If requested, a copy of record shall be supplied to COUNTY on a monthly basis by the tenth working day of the subsequent month. In addition, all such records shall be available for auditing by COUNTY at any time during regular business hours.
- h. Ability to enter into separate contracts with various other Napa County Special Districts utilizing the same pricing and terms and conditions as offered to COUNTY.



- i. Assume all costs for own telephone service, faxing, copying, and other office expenses associated with the fuel service operation

## **II. Schedule**

Contractor shall perform the Scope of Services in accordance with the timelines set forth above and identified in Contractor's proposal dated February 12, 2025, which is hereby incorporated into this Scope of Services by reference.

**EXHIBIT B**  
**COMPENSATION AND FEE SCHEDULE**

Costs and pricing provided shall be fixed and include all delivery and associated fees based on the OPIS San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time, and updated on a daily basis. Government mandated taxes are not listed herein and will be billed at the applicable allowable amount according to California Statute for the date of transaction.

Rates shall be calculated by adding the below mark-up plus (+) California Fuel Fees + California Sales Tax to the OPIS San Francisco Area Daily Branded Rack Average at 6:00am Pacific Standard Time, and updated on a daily basis.

**1. Pricing Directly Related to the Cost of Fuel**

- A. Commercial, in-network, stations: \$0.49/gallon
- B. Commercial, non-network, stations: Retail price posted at the non-network station on the date and time of each fuel purchase.

**2. Other Costs, As Applicable**

- A. Price for each fuel card: \$ 0.00 (free)



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Not required.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such



deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.