




air pollution control district  
SANTA BARBARA COUNTY

Agenda Item: D-10  
Agenda Date: August 20, 2020  
Agenda Placement: Admin  
Estimated Time: N/A  
Continued Item: No

## Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Jim Fredrickson, Planning Division Supervisor, (805) 961-8892

SUBJECT: Old Car Buy Back Program Contracts

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### RECOMMENDATION:

Consider recommendation as follows:

Approve and authorize the Chair to:

1. Execute the attached Amendment No. 2 to the Professional Services Contract AP111204 between the Santa Barbara County Air Pollution Control District (District) and Steelhead Recyclers to amend the term of the existing contract to end on August 20, 2020;
2. Execute the attached Amendment No. 3 to the Professional Services Contract AP111206 between the District and Black Road Auto & Tow to amend the term of the existing contract to end on August 20, 2020;
3. Execute the attached Professional Services Contract AP202101 between the District and Steelhead Recyclers for the Old Car Buy Back Program in the amount not to exceed \$1,500,000 and with a term of August 21, 2020 to August 21, 2025;
4. Execute the attached Professional Services Contract AP202102 between the District and Black Road Auto & Tow for the Old Car Buy Back Program in the amount not to exceed \$1,500,000 and with a term of August 21, 2020 to August 21, 2025;
5. Execute the attached Professional Services Contract AP202103 between the District and Central Valley Auto Dismantlers, Inc. for the Old Car Buy Back Program in the amount not to exceed \$1,000,000 and with a term of August 21, 2020 to August 21, 2025; and

Aeron Arlin Genet, Air Pollution Control Officer

6. Execute the attached Professional Services Contract AP202104 between the District and Bedlo, Inc. for the Old Car Buy Back Program in the amount not to exceed \$1,000,000 and with a term of August 21, 2020 to August 21, 2025.
7. Approve and authorize the Air Pollution Control Officer, in accordance with the contracts listed in recommendations 3, 4, 5 and 6 above, to issue Spending Authorizations not to exceed \$100,000 (§ 29); to issue a Stop Work Order to suspend work for a period of time (§ 31); to increase the vehicle model year accepted by the program (Attachment B, § 1(B)); to make changes to the payment amount to the vehicle owners not to exceed \$1,250 per vehicle (Attachment C, § 1(A)(2)); and to make changes to the per vehicle payment amount to Contractors not to exceed \$300 (Attachment C, § 1(B)(2)).

### **BACKGROUND:**

Over the past 27 years, the District has used \$7.8 million of funds, primarily from the Department of Motor Vehicles (DMV) surcharge fees, to implement a light-duty vehicle retirement program. The program allows individuals in Santa Barbara County to receive a financial incentive to voluntarily take their older vehicle off the road. Participants with eligible vehicles work directly with licensed auto dismantlers who permanently destroy cars and trucks under this program. The individual receives \$1,000 for their vehicle, and the dismantler receives \$250 for the services they perform to implement the program.

Since 2011, the District has had professional services agreements in place to use three regional dismantlers to implement the program. These dismantlers are Steelhead Recyclers in Goleta, Black Road Auto & Tow in Santa Maria, and Perry's Auto Wrecking & Salvage in Lompoc. Implementing the program involves these four critical steps:

- 1) Interface with the vehicle owner;
- 2) Verify vehicle eligibility (i.e., ownership, registration history, and vehicle functionality);
- 3) Issue payment to the vehicle owner; and
- 4) Submit required documentation to the District.

The Board-adopted contracts and subsequent amendments with these three dismantlers have typically been issued for five-year periods, and they range in amounts from \$750,000 to \$1,500,000, depending on the anticipated activity in each region of the county. To control the expenditures of these funds over the five years, each contract requires a Spending Authorization letter from the Air Pollution Control Officer that specifies the amount of contract funding a dismantler may expend over a time period of several months. This process ensures that the total Old Car Buy Back expenditures are within the Board-authorized spending limits.

The program has cost-effectively retired or repaired over 7,700 vehicles and reduced an estimated 939 tons of NOx, ROC, and PM emissions throughout the county. It is also an essential part of our maintenance strategy with the state ozone standard, and it achieves reductions at an average cost-effectiveness of approximately \$14,000 per ton. It provides broad community benefits and is an effective partnership between the District and local auto dismantler businesses.

## DISCUSSION:

Since 2006, the Old Car Buy Back program has been operating successfully with the three in-county dismantling businesses. However, Perry's Auto Wrecking & Salvage in Lompoc recently sold their business to a new owner. In February 2020, the District received a contract cancellation letter from Perry's. The District replied with a written acknowledgment of the cancellation; both letters are included as Attachment A to this letter. The Board-adopted contract with Perry's was effectively cancelled. Since February 2020, Old Car Buy Back customers in the Lompoc area have had to travel to either the Santa Maria or Goleta dismantlers to retire their vehicles.

The table below summarizes the annual number of vehicles that have been retired in this program in recent years, as it relates to the eligible vehicle Model Year.

**Summary of Old Car Buy Back Program Vehicles Retired, by Calendar Year**

	Calendar Year								
	2012	2013	2014	2015	2016	2017	2018	2019	2020 <sup>1</sup>
<b>Vehicles Retired</b>	673	621	521	467	451	495	306	350	72
<b>Model Years Accepted</b>	1993 or older					1994 or older		1995 or older	

### ***New Contracts with Existing Dismantlers***

The existing Old Car Buy Back contracts that the District has with Steelhead Recyclers in Goleta and Black Road Auto & Tow in Santa Maria are valid until October 2021. However, the District would like to add flexibility to increase the eligible vehicle model year from "1995 and older" to "1997 and older." A model year increase would allow more vehicles to be eligible for the program, while still achieving cost-effective emission reductions. This would allow for more community participation and would also further accelerate the switch to cleaner passenger vehicles and trucks. We recommend that your Board amend the expiration dates for the two existing contracts with these dismantlers, as included in Attachments B and C, and approve the new contracts, as included in Attachments D and E.

### ***Contracts with New Dismantlers***

The District was contacted by two California-certified auto dismantlers in the Lompoc area that were interested in becoming partners in the program: Central Valley Auto Dismantlers, Inc and Bedlo, Inc. Entering into contracts with both of these dismantlers will allow Old Car Buy Back program participants to have more local options in the Lompoc area, and would also support both of these local businesses.

Central Valley Auto Dismantlers, Inc. is a new company that has established a dismantling business in the location that was previously operated by Perry's Auto Wrecking & Salvage. The

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<sup>1</sup> 2020 Calendar Year to date (January – July)

owner of the company also operates Timo's Auto Wrecking, a separate company located in Arroyo Grande, and has successfully participated in the equivalent Old Car Buy Back program in San Luis Obispo County. District staff inspected the Central Valley Auto Dismantlers, Inc. facility, met with their staff to assess their capabilities and are confident in their ability to properly implement the program. We recommend that your Board approve the attached contract with Central Valley Auto Dismantlers, Inc., included in Attachment F.

Bedlo, Inc. has been a licensed dismantler for over 50 years and has extensive knowledge in performing their duties. District staff have inspected the Bedlo, Inc. facility to assess their capabilities and are confident in their ability to properly implement the program. Staff recommends that your Board approve the attached contract with Bedlo, Inc., included in Attachment G.

### **FISCAL IMPACTS:**

Funding for this program is included in the District's adopted budget for Fiscal Year 2020-21. Program funds come primarily from Department of Motor Vehicle (DMV) surcharge fees and, when available, California Air Resources Board Carl Moyer program funds. We expect that future funding from DMV surcharge fees will be able to keep up with program demand. The Air Pollution Control Officer will continue to provide regular reports on the Old Car Buy Back Program at District Board meetings.

### **ATTACHMENTS:**

- A. Notice of Contract Termination - Perry's Auto Wrecking & Salvage [Dated February 26, 2020] and District Acknowledgement of Termination of Old Car Buy Back Program Contract AP111205 - Perry's Auto Wrecking & Salvage [Dated March 20, 2020]
- B. Professional Services Contract and amendments between the Santa Barbara County Air Pollution Control District and Steelhead Recyclers [AP111204]
- C. Professional Services Contract and amendments between the Santa Barbara County Air Pollution Control District and Black Road Auto & Tow [AP111206]
- D. Professional Services Contract between the Santa Barbara County Air Pollution Control District and Steelhead Recyclers [AP202101]
- E. Professional Services Contract between the Santa Barbara County Air Pollution Control District and Black Road Auto & Tow [AP202102]
- F. Professional Services Contract between the Santa Barbara County Air Pollution Control District and Central Valley Auto Dismantlers, Inc. [AP202103]
- G. Professional Services Contract between the Santa Barbara County Air Pollution Control District and Bedlo, Inc. [AP202104]



## ATTACHMENT A

### Perry's Auto Wrecking & Towing Termination Notice

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

PERRY'S AUTO WRECKING & TOWING  
613 SO AVALON  
LOMPOC CA 93436  
805 736-6719 FAX 805 735-1675



February 26, 2020

Santa Barbara County Air Pollution

RE: Contract

Accept this letter as a termination notice with Santa Barbara Air Pollution; to purchase and retire old motor vehicles. The reason for termination is I'm selling my business.

Enclosed is the last bank statement and a check for \$37,971.68.

If you have any questions feel free to contact me.

Thank you,

Alfred Perry/Owner

A handwritten signature in black ink, appearing to read "Alfred Perry", written over a horizontal line.

Enclosures/3



air pollution control district  
SANTA BARBARA COUNTY

March 20, 2020

Perry's Auto Wrecking & Salvage  
Attn: Al Perry  
613 South Avalon Road  
Lompoc, CA 93436

**Re: Termination of Old Car Buy Back Program Contract AP111205**

Dear Mr. Perry:

The Santa Barbara County Air Pollution Control District (District) received your February 26, 2020 letter that provided notice of the closure of your business, Perry's Auto Wrecking & Salvage, and the termination of District professional services Contract AP111205.

This letter serves as the District's acknowledgement and acceptance of your termination of professional services Contract AP111205 for good cause, pursuant to Paragraph 12(b) of Contract AP111205 as executed on October 20, 2011 and amended on October 15, 2015 and October 20, 2016. No further action is required on your part as the District is in receipt of all the necessary records to close out the contract.

Your final invoice was received on January 23, 2020 and has been approved. Payment for this invoice will be processed and issued to your bank account. Thank you for your services in implementing the Old Car Buy Back program and should you have any questions, please contact Timothy Mitro at (805) 961-8883 or via email at: [MitroT@sbcapcd.org](mailto:MitroT@sbcapcd.org).

Sincerely,

Aeron Arlin Genet  
Air Pollution Control Officer

## ATTACHMENT B

### Steelhead Recyclers Existing Professional Services Contract & Amendments

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

# **PROFESSIONAL SERVICES CONTRACT**

**between**

**The Santa Barbara County Air Pollution Control District**

**and**

**Steelhead Recyclers [AP111204]**

This Professional Services Contract, hereinafter referred to as "Contract", is made this 20 day of October 2011, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Steelhead Recyclers, hereinafter referred to as "CONTRACTOR".

## **RECITALS**

WHEREAS, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing the Clean Air Plan to achieve and maintain state and federal air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

WHEREAS, Santa Barbara County does not meet state health-based air quality standards for ozone;

WHEREAS, oxides of nitrogen and reactive organic gases are precursors to the formation of ozone and the generation of these pollutants from internal combustion engines used in light-duty motor vehicles are a significant contributor to the county's total emissions of these pollutants;

WHEREAS, DISTRICT has funds provided by the California Air Resources Board pursuant to the Carl Moyer Program, and the California Department of Motor Vehicles (DMV) surcharge fee program, and wishes to utilize a portion of these funds for an Old Car Buy Back program;

WHEREAS, the California Air Resources Board has specified the PROGRAM REQUIREMENTS that must be met by any Old Car Buyback Program to be eligible for Carl Moyer funds and those requirements are set forth in Attachment B to this Contract.

WHEREAS, the California Air Resources Board is an intended third party beneficiary for the purposes of this Contract; as such the California Air Resources Board reserves the right to enforce the terms of this Contract;

WHEREAS, CONTRACTOR represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the SCOPE OF WORK attached to this Contract as Attachment A, and will not commence these activities until this Contract is fully executed;

WHEREAS, DISTRICT has reviewed CONTRACTOR's qualifications and SCOPE OF WORK and has selected CONTRACTOR for the DISTRICT's Old Car Buy Back program at an amount determined by the District Board of Directors; and

NOW, THEREFORE, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and CONTRACTOR as follows:

### **CONTRACT TERMS AND CONDITIONS**

1. Obligations to be Performed Under this Contract.

Within the time specified in paragraph 2 (Time of Performance), CONTRACTOR shall perform all of the obligations described in this Contract and set forth in the SCOPE OF WORK, which is attached hereto as Attachment A and incorporated herein by this reference. Said SCOPE OF WORK shall fully implement and comply with all of the requirements of the California Air Resources Board as set forth in Attachment A, which is incorporated herein by this reference.

CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

2. Time of Performance.

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The contract term shall be five years unless terminated sooner in accordance with Paragraph 12 (Termination).

3. Contract Funding.

DISTRICT hereby agrees to provide funds to CONTRACTOR in the amount not to exceed \$ 1,250,000 for the CONTRACTOR to purchase and permanently retire old motor vehicles. CONTRACTOR shall invoice DISTRICT as described in Attachment C, COST SCHEDULE AND REIMBURSEMENT SCHEDULE. CONTRACTOR shall provide DISTRICT any information necessary to verify the accuracy of the invoice. DISTRICT will pay CONTRACTOR within thirty days of receipt of CONTRACTOR's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

4. Non-Partnership.

This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.



5. Status of CONTRACTOR.

CONTRACTOR shall perform all services under this Contract as an independent contractor and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records.

CONTRACTOR shall keep, and provide to DISTRICT or its agents, upon request, accurate financial records necessary to enable DISTRICT to review CONTRACTOR's performance of this Contract. These records shall demonstrate the contract funding has been used to meet the requirements specified in Attachment A, SCOPE OF WORK and Attachment B, PROGRAM REQUIREMENTS. CONTRACTOR shall maintain all such records for at least three years after the termination of this Contract.

7. Contract Reporting.

CONTRACTOR shall submit report(s) to the DISTRICT in accordance with the schedule and format specified in Attachment D (CONTRACT REPORTS).

8. Audit and Review.

DISTRICT or its agents shall have the right to audit and review the records identified in Paragraph 6 (Records), above, maintained by CONTRACTOR pursuant to the terms of this Contract to the extent necessary to verify the contract funding has been used in accordance with the terms of this Contract. Any such audit and review will be conducted by DISTRICT or County of Santa Barbara auditors or, at CONTRACTOR's option and expense, by a mutually acceptable third party accounting firm.

9. Indemnification and Insurance.

CONTRACTOR agrees to defend, indemnify and save harmless the DISTRICT and the County of Santa Barbara, and to procure and maintain insurance in accordance with the provisions of Attachment E (STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS) attached hereto and incorporated herein by reference.

10. Nondiscrimination Clause.

CONTRACTOR shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment F (COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE) and incorporated herein by this reference.

11. Rights to Emission Reductions.

CONTRACTOR affirmatively certifies to DISTRICT that the project described in Attachment A (SCOPE OF WORK) is not be required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. CONTRACTOR transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the permanent destruction of the vehicles purchased by the Contract. CONTRACTOR shall not use or attempt to use the emission reductions achieved by the permanent destruction of the vehicles. CONTRACTOR hereby fully and completely and permanently relinquishes any such rights.

12. Termination.

a) DISTRICT may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

DISTRICT may terminate this Contract for cause should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by CONTRACTOR.

b) CONTRACTOR may terminate its obligation to purchase and retire old motor vehicles funded under this Contract for good cause. Notice of termination shall be in writing and shall be effective upon completion of the terms of Paragraph 12 (Termination). Such notice shall terminate CONTRACTOR's obligation under Paragraph 1 (Obligations to be Performed Under this Contract) and Paragraph 2 (Time of Performance) of this Contract.

13. Conflict of Interest.

CONTRACTOR understands and acknowledges that the funds awarded under this Contract may only be awarded to CONTRACTOR in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code Section 87100 *et seq.* CONTRACTOR understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows he or she has a financial interest.

For the purposes of this provision, a "public official" is any person employed in the Innovative Technology Program at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Contract.

For the purposes of this provision, "CONTRACTOR" includes CONTRACTOR and CONTRACTOR's subcontractors and employees, business associates and business partners (including all personnel named in CONTRACTOR's Proposal) who will receive a financial

benefit from this Contract.

CONTRACTOR represents and warrants that a "conflict of interest" did not exist during the process that led to the award of this Contract. A conflict of interest exists if any of the following are true:

- a) CONTRACTOR is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- b) CONTRACTOR has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.
- c) CONTRACTOR is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) CONTRACTOR has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating three hundred forty dollars (\$340) or more in value provided or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.

CONTRACTOR shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Contract. DISTRICT may, in its sole discretion, decline to award or may terminate the Contract to CONTRACTOR if a conflict of interest existed prior to the full execution of this Contract. Failure of CONTRACTOR to comply with this provision shall be a material breach of this Contract and shall, at DISTRICT's discretion, result in a total forfeiture of all Contract funds received under this Contract. CONTRACTOR shall also be liable to DISTRICT for treble damages of the amount of the Contract and DISTRICT's reasonable attorney's fees in any litigation necessary to enforce this provision.

#### 14. Taxes.

CONTRACTOR shall be responsible for payment of all taxes due as a result of the Contract.

#### 15. Public Education.

CONTRACTOR, upon request of DISTRICT, will participate in and assist with a one day public education and demonstration concerning CONTRACTOR's project. CONTRACTOR will allow reasonable access by DISTRICT and the public to project facilities and equipment during this demonstration.

16. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. Publication.

DISTRICT shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from DISTRICT in connection with performance under this Contract.

Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to the Contract, shall be part of DISTRICT's public record. CONTRACTOR may use or publish, at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the DISTRICT. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of DISTRICT. DISTRICT, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. DISTRICT has not approved or disapproved this report, nor has DISTRICT passed upon the accuracy or adequacy of the information contained herein."

CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

18. Waivers.

The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law.

19. Amendment.

This Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer, and CONTRACTOR.

20. California Law to Apply.

This Contract shall be construed under and in accordance with the laws of the State of California. All obligations created under this Contract are performable in California.

21. Assignment.

This Contract shall not be assigned by CONTRACTOR.

22. Contract Integrated.

This Contract represents the entire and integrated Contract between DISTRICT and CONTRACTOR and supersedes any and all other negotiations, representations, and/or Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.

23. Conflicts Between Contract and Incorporated Attachments.

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) which are incorporated into this Contract by reference, conflict with any provision contained in this Contract, the provision of this Contract shall take precedence and govern.

24. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

25. Unusual Circumstances.

The parties shall be excused from performing their respective obligations in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

26. California Air Resources Board as Third Party Beneficiary.

CONTRACTOR acknowledges that Carl Moyer Program Funds may be provided for this Contract by the State of California through the administration and oversight of the California Air Resources Board. The Air Resources Board shall be a third party beneficiary for the

purposes of this Contract and, as such, the Air Resources Board shall have the right to enforce the terms of this Contract, including seeking whatever legal, equitable and other remedies are available under State law for CONTRACTOR's failure to fully perform under this Contract.

27. Point of Contact

All notices referenced in this Contract shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

**DISTRICT**

Santa Barbara County Air Pollution Control District  
260 North San Antonio Rd., Suite A  
Santa Barbara, California 93110  
Attn: Jim Fredrickson

**CONTRACTOR**

Steelhead Recyclers  
891 South Kellogg Road  
Goleta, CA 93117  
Attn: Travis Beifuss

28. Deposit

At the time of issuance of the initial Spending Authorization by the DISTRICT pursuant to Paragraph 29, DISTRICT shall provide to CONTRACTOR funds to cover projected vehicle purchase costs for the next one hundred twenty (120) days in the amount of \$125,000. CONTRACTOR shall utilize said funds as a deposit to pay the owners of vehicles purchased pursuant to Attachment B, PROGRAM REQUIREMENTS, and Attachment C, COST SCHEDULE AND REIMBURSEMENT SCHEDULE of this contract. CONTRACTOR shall not pay out any funds unless approved by a DISTRICT Spending Authorization. CONTRACTOR shall maintain this deposit in a separate FDIC insured bank account and shall allow DISTRICT to audit the records of the account. Any interest accumulated shall only be used for the purpose of purchasing vehicles under the terms of this contract. If CONTRACTOR maintains the deposit in an interest bearing account, CONTRACTOR shall maintain records tracking the interest earned by this account. If CONTRACTOR maintains the deposit in a non-interest bearing account, CONTRACTOR must maintain records indicating that no interest is earned by the account.

Upon termination of this Contract, CONTRACTOR shall return the balance of the deposit, plus any interest earned to DISTRICT within thirty (30) days of termination. In addition, the information specified in Attachment C, Section 2.(C)., shall be submitted along with the deposit balance.



## 29. Spending Authorization

CONTRACTOR shall not perform any work under this Contract until CONTRACTOR is provided Spending Authorization from DISTRICT by a SPENDING AUTHORIZATION LETTER signed by the Air Pollution Control Officer. Such authorization shall specify the time period, and the amount of Contract funding that CONTRACTOR may expend during specified time period. Once the time period of the written authorization expires, CONTRACTOR shall not spend any additional funds until a new Spending Authorization is provided by the DISTRICT. (Refer to Attachment G, EXAMPLE SPENDING AUTHORIZATION LETTER).

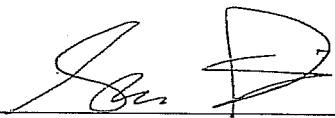
## 30. Stop Work Order

Notwithstanding any Spending Authorization(s) provided pursuant to Paragraph 29 of this Contract, DISTRICT may, in its sole discretion, require CONTRACTOR to cease any expenditure of funds that are reimbursable under this Contract for convenience by giving forty-eight (48) hours prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this forty eight hour period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer. DISTRICT may rescind such stop work order by providing written notice to CONTRACTOR.

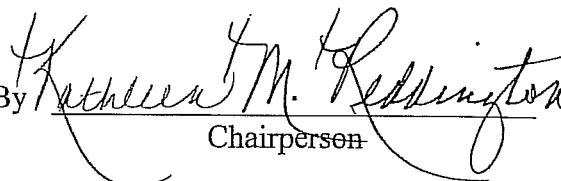
This Contract between Santa Barbara County Air Pollution Control District and Steelhead Recyclers was executed at Santa Barbara, California on the day and year first above written

ATTEST:

LOUIS D. VAN MULLEM, JR.  
Clerk of the Board


By   
Deputy Clerk of the Board

Santa Barbara County Air Pollution Control  
District, State of California

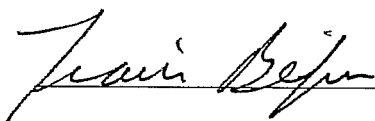
By   
Chairperson

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC  
Risk Manager

By   
Risk Manager


CONTRACTOR

By   
Travis Beifuss, Steelhead Recyclers

Date: 8-29-11

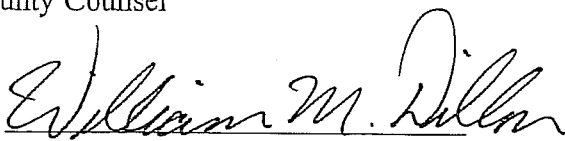
APPROVED AS TO ACCOUNTING  
FORM:

ROBERT W. GEIS, C.P.A.  
Auditor Controller

By   
Deputy Auditor-Controller

APPROVED AS TO FORM:

DENNIS MARSHALL  
County Counsel

By   
Deputy County Counsel

ATTACHMENT A  
SCOPE OF WORK



Our Vision  Clean Air

July 13, 2011

Steelhead Recyclers  
Attn: Travis Beifuss  
891 South Kellogg Road  
Goleta, CA 93117

RE: Scope of Work

Dear Mr. Beifuss,

Thank you for your interest in participating in the implementation of our Old Car Buy Back program. To be considered as an operating partner with this program, a Scope of Work must be submitted that provides a detailed response to the following questions:

1. Where will you operate the Old Car Buy Back program?
2. How many years of experience does the CONTRACTOR have in being a licensed dismantler and operating a dismantling facility?
3. Who will be in charge of managing the day-to-day operation of the Old Car Buy Back program?
4. Has the CONTRACTOR been involved with the Old Car Buy Back program before, and if so, for how long?
5. How many staff will be involved in operating the CONTRACTOR's program and what are their years of experience?
6. What vehicle crushing equipment does the CONTRACTOR have on site to dismantle vehicles? If vehicles are not dismantled on-site then how will vehicles be dismantled?
7. How many vehicles can be processed through your dismantling business per day?
8. How big an area and where specifically will vehicles be stored during the ten (10) day waiting period prior to dismantling?
9. What process and procedures will be in place to verify that vehicles meet all of the program's eligibility requirements:
  - a. DMV registration
  - b. Smog Check
  - c. Vehicle Functional equipment inspection
  - d. District approved forms

10. How will the CONTRACTOR manage the financial requirements within this contract including, but not limited to, establishing a bank account to receive deposit funds, process payments to vehicle owners, and invoicing the DISTRICT?
11. How will the CONTRACTOR keep all of the required financial and vehicle records required in this contract and submit reports and bank statements to the DISTRICT?
12. How will the CONTRACTOR comply with Workers' Compensation Insurance and General and Automobile Liability Insurance requirements within Attachment E - Standard Indemnification and Insurance Provisions, including coverage that includes the DISTRICT?
13. The CONTRACTOR must verify that they're a currently licensed dismantling facility through both the California Department of Motor Vehicles (DMV) and the County of Santa Barbara by providing a copy of both the DMV license and County of Santa Barbara business license. The CONTRACTOR must ensure that these licenses are maintained throughout the term of the contract and will send copies of any license renewals to the DISTRICT.

At the conclusion of your responses, please include the statement, "I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge", along with your business name, printed name, signature, and date.

Please submit the information to my attention and contact me with any questions.

Sincerely,

*/s/ Jim Fredrickson*

Jim Fredrickson  
Santa Barbara County Air Pollution Control District  
260 N. San Antonio Road, Santa Barbara, CA 93110  
(805) 961-8892 / (805) 961-8801 [FAX]  
[FredricksonJ@sbcapcd.org](mailto:FredricksonJ@sbcapcd.org)

**Steelhead Recyclers  
891 S. Kellogg Ave.  
Goleta, Ca, 93117**

**Re: Scope of work**

**To: Santa Barbara County Air  
Pollution Control Dist.  
c/o Jim Fredrickson**

- 1. We will operate the Old Car Buy Back program at our Auto Dismantling facility at 891 S. Kellogg Ave in Goleta.**
- 2. I (Travis Beifuss) have been in the auto dismantling business for 28 years.**
- 3. I will be in charge of running the Buy Back program and will hire additional personnel if needed.**
- 4. We had previously been operating the Buy Back program in the South Barbara County area for approximately five years.**
- 5. We will have four employees involved in the operation of the Buy Back Program. All of the employees involved have at least 10 years experience and two of them speak Spanish.**
- 6. We have a car crusher on site. All vehicles will be dismantled on site.**
- 7. We can process approximately 15 cars per day.**
- 8. During the waiting period the Buy Back vehicles will be stored at our facility in a separate 4,000 sf fenced yard on the southwest corner of our property.**

9. We will pre-qualify all of the vehicles prior to setting an appointment to bring the vehicle to our facility. That process would include the verification of the registration and smog status of the vehicle via the internet. We will also be using all of the District forms available to complete the pre-qualification process. Following the completion of the pre-qualification process an appointment will be made with the owner of the vehicle to bring the vehicle to our site. At that time the qualification process will be completed using the forms provided by the district.
10. To meet the financial requirements for the program a new checking account will be established. From this account we will reimburse the program participant and the county can replenish the account on a needs be basis. The average amount of monies needed could be determined by the number of vehicles that we had processed during the prior program. We will invoice the county on a by-weekly basis for the processing fees per vehicle. All records would be made available for review by any program personnel.
11. We will keep all of the program records separate from all other business records of the facility. Copies of the bank statements will be made and mailed to the program director on a monthly basis for his review. We will also be sending weekly records of processed vehicles to the program director. The original records will be kept on file at our facility for an agreed amount of time. We are required as licensed dismantlers by the DMV to keep vehicle records for seven years.
12. Our facility maintains an existing liability and workers compensation policy. The Santa Barbara County Air Pollution Control District will be added as an "additionally insured" on our liability insurance policy.
13. A copy of our Dismantlers license and City of Goleta business License is attached. These licenses will be maintained throughout the duration of the contract.



pg3

**"I verify that the information provided in this Scope of Work is true  
and accurate to the best of my knowledge"**

**Steelhead Recyclers c/o Travis Beifuss**

**Sincerely Travis Beifuss**

*Travis Beifuss* 8-16-11

ATTACHMENT B  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT will not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase, if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1993 Model Year or older diesel or gasoline-powered vehicle up to 10,000 pounds gross vehicle weight.
- (C) The vehicle must be currently registered with the DMV as an operating vehicle and must have been registered for at least twenty-four (24) consecutive months prior to the date of the sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County. Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog-Check and are not required to pass a Smog Check test to be eligible.
  - (1) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for up to two (2) months during the twenty-four (24) months registration period and occurring at least three (3) months immediately prior to the date of sale to the Old Car Buy Back program.
  - (2) A vehicle may also be eligible if the registration has lapsed for a period not to exceed six (6) months during the previous twenty-four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle is registered for at least three (3) months immediately prior to its sale date to the Old Car Buy Back program.
  - (3) If a vehicle owner has sold a vehicle to the Old Car Buy Back program within the previous twelve (12) months, any subsequent vehicles offered to the CONTRACTOR must have been continuously registered to that owner for the previous twenty-four (24) month period, in addition to meeting all other requirements of this section.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records. If the DMV

registration data provide inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used.

- (D) The vehicle shall be driven under its own power to the dismantler location to be eligible for retirement.
- (E) The vehicle shall not be a high-emitter or a gross polluter and must not be operating under a Smog Check repair cost waiver or economic hardship extension.
- (F) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.
- (G) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site: <http://www.autorepair.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx>
- (H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility.
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and at a minimum the driver's side door shall be operable in a two door vehicle. For a four door vehicle, the driver's side door and one rear door shall be operable. (Doors are considered operable if they can open and close without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle);
  - (2) The trunk lid shall remain closed without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle;
  - (3) The hood shall open and shall remain closed utilizing a functional latching mechanism without the use of bungee cords, straps, ropes, wire, chains, or other materials that were not part of the original design of the vehicle;

- (4) The dashboard shall contain warning lights and gauges (except clock and tachometer) as originally supplied by the manufacturer or functionally equivalent aftermarket replacements;
  - (5) Windshield wipers shall be present and operational;
  - (6) The windshield and rear window shall not contain any holes, or holes that are covered by tape or any other external component that impairs the driver's vision. In addition, the windshield and rear window shall not be held in place by external components that were not part of the original design of the vehicle;
  - (7) The driver's seat must be present and the seat back shall not be reinforced or supported by add-on components such as blocks, boards, or rope in order to be functional;
  - (8) Interior pedals (controlling the brake, clutch and accelerator) shall be present;
  - (9) The vehicle shall contain bumpers, fenders, exhaust system, and side and quarter panels as originally supplied by the manufacturer or aftermarket part equivalent; these components shall not be damaged to the extent that the operability of the vehicle is impaired;
  - (10) The vehicle shall not contain any holes in the floorboard or any holes penetrating through the body into the passenger compartment, not originally designed by the vehicle manufacturer;
  - (11) Head lights, tail lights, and brake lights shall be present and operational. (Burned out light bulbs shall not result in a failure of this requirement provided that the operability of the above lightning systems can be verified);
  - (12) Driver's side and opposing side window shall be present, and not supported by any add-on component that was not part of the original design of the vehicle. Other side windows or functional replacements shall be present;
  - (13) The requirements of Section 1.(E) and 1.(F) regarding Smog Check have been met;
  - (14) There should be no obvious indications that the vehicle is not operated on a routine basis for extended periods of time;
- (C) CONTRACTOR shall inspect the vehicle to ensure it meets the following requirements and shall reject the vehicle if the vehicle fails any two of these requirements:
- (1) Turn signal lights shall be present and operational. (Burned out light bulbs shall not result in a failure of the requirement provided that the operability of the above lightning system can be verified);
  - (2) Driver's side window and opposing side passenger window shall be operational. (Operability shall be determined by the inspector raising and lowering the window handle, crank, or power window switch located inside the vehicle. Inability of windows to be raised and lowered shall result in noncompliance with this requirement);
  - (3) Rear-view mirror and left-hand side-view mirror shall be present and operational;
  - (4) The vehicle shall contain interior door panels as originally supplied by the

vehicle manufacturer or aftermarket equivalent. (Interior door panels shall be attached to the door without the use of any external device or material not designed for the vehicle);

- (5) The vehicle body shall not contain any holes that exceed two inches in length at the widest point;
- (D) CONTRACTOR shall complete the following functional inspection, and shall reject the vehicle if the vehicle fails to complete **any one** of the following requirements. Prior to implementing the functional inspection, the vehicle engine shall be turned off;
- (1) Insert key, vehicle engine shall start using keyed ignition system. (In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine);
  - (2) Vehicle shall idle without the use of accelerator pedal for a minimum of ten seconds;
  - (3) Transmission shall be shifted into forward gear with brake pedal applied. Vehicle engine shall remain operating without use of accelerator pedal for a minimum of ten seconds. (Vehicles equipped with manual transmissions shall be exempt from this requirement);
  - (4) The vehicle shall be driven forward and in reverse for a minimum of 25 feet under its own power;
  - (5) Under its own power, the vehicle shall be driven forward for a minimum of 100 feet starting at 0 miles per hour, and the vehicle shall completely stop at the end of this test using the vehicle's braking system. In dry weather conditions, the vehicle shall travel the first 60 feet of this test within five (5) seconds. (In wet weather conditions, the vehicle shall travel the first 60 feet of this test within eight (8) seconds). After 100 feet have been traveled, the vehicle shall turn around and return to its point of origin;
- (E) CONTRACTOR shall reject the vehicle **if any** of the following occurs during implementation of the functional tests specified in Section 2.(B), Section 2.(C), and Section 2.(D):
- (1) Engine shuts down subsequent to keyed ignition start;
  - (2) Emissions of whining, grinding, clanking, squealing, or knocking noises, or noises from engine backfire;
  - (3) The brake pedal drops to the floor when the inspector attempts to stop the vehicle;
- (F) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT approved certificate of functional and equipment eligibility. The certificate of eligibility issued to the vehicle owner will be valid for thirty (30) days. After thirty (30) days, the certificate of eligibility will expire and the vehicle owner will have to re-qualify to participate in the Old Car Buy Back program.
- (G) Vehicles failing the requirements pursuant to Section 2.(A), Section 2.(D), and Section 2.(E), may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided

the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test. Vehicles failing the requirements of Section 2.(B) and Section 2.(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle.

### **3. Vehicle Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes and the regulations of the DMV, for the purpose of vehicle disposal after purchase. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing using DISTRICT approved forms, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional and equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) A vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) No parts may be removed, for sale or reuse, from any vehicle retired for the purpose of generating emission reduction credits. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:



- a) The CONTRACTOR may separate ferrous and non-ferrous metals prior to vehicle retirement to sell as a source of scrap metal only;
  - b) The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries.
- (3) All vehicles must be confined in a holding area separate from other vehicles procured by the CONTRACTOR until they are permanently destroyed.
- (4) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.
- (F) The CONTRACTOR shall provide to the DISTRICT a list of all vehicles accepted for participation into the Old Car Buy Back program that are within sixty-one (61) days to ninety (90) days of their next required Smog Check inspection. (Refer to Attachment D, Section 1.(B)(8)).

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling. The CONTRACTOR must provide daily descriptions of the vehicles as required in Attachment D – Contract Reports.
- (B) After the vehicle is offered for sale into the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle.

#### **5. Parts Recycling**

The Old Car Buy Back program does not allow any vehicle parts to be recycled. The entire vehicle must be permanently scrapped and permanently removed from service.

#### **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:

- (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address and phone number of registered owner if different from Section 6.(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section 1.(C);
  - (14) If applicable, reproduction of documentation issued pursuant to Section 1.(F);
  - (15) Any other pertinent data requested by DISTRICT (e.g. Old Car Buy Back program survey)
- (B) Upon request of DISTRICT, the data contained in records required in Section 6.(A)(1) through Section 6.(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic database format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6.(A)(1) through Section 6.(A)(15) for a minimum period of three (3) years, and shall make those records available to DISTRICT upon request.
- (D) DISTRICT may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
- (1) CONTRACTOR and its subcontractors shall allow DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.
- (E) CONTRACTOR will handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- (F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR will ensure payment is made to vehicle owner and all of the requirements are met including Section 3.(D).

ATTACHMENT C  
COST SCHEDULE AND REIMBURSEMENT SCHEDULE

**1. Cost Schedule**

- (A) Payment to vehicle owner per vehicle purchased pursuant to this Contract: \$ 1,000
- (B) Payment to CONTRACTOR for services provided per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$ 200
  - (2) Payment modification: Payment amount to CONTRACTOR may be modified at the sole discretion of the DISTRICT, but never to exceed \$ 300. The modified amount is effective upon written notification by the DISTRICT.

**2. Reimbursement Schedule**

- (A) While a DISTRICT Spending Authorization (Paragraph 29) is in effect, CONTRACTOR shall invoice the DISTRICT as follows:
  - (1) No less frequently than every two months, in order to replenish the deposit, and no more frequently than is required to ensure CONTRACTOR maintains sufficient funds on deposit to pay owners of vehicles purchased, without interruption of service. (Refer to Paragraph 28).
  - (2) CONTRACTOR shall not invoice DISTRICT unless a DISTRICT Spending Authorization is in effect.
- (B) Invoice shall include all of the information necessary for the DISTRICT to verify the eligibility of the retired vehicles for which a reimbursement is sought.
- (C) Each invoice shall be accompanied with a report with information on each vehicle purchased. The invoice report requirements are in Attachment D, Contract Reports.
- (D) Invoice eligible costs include:
  - (1) Vehicle purchase fees as specified under Section 1.(A).
  - (2) CONTRACTOR fees as specified under Section 1.(B).
- (E) Invoice must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

**3. CONTRACTOR shall provide a cost breakdown for all of the eligible costs when requesting payment from the DISTRICT.**

**4. Within thirty (30) days of receiving a complete invoice, DISTRICT will issue a warrant to the CONTRACTOR to both replenish the deposit and to pay the CONTRACTOR for the costs claimed per Section 2.(D).2.**

ATTACHMENT D  
CONTRACT REPORTS

CONTRACTOR shall submit the following reports to DISTRICT in a DISTRICT approved electronic format:

**1. Daily Report**

The Daily Report shall be submitted by the end of each day that the CONTRACTOR operates and handles transactions related to the Old Car Buy Back program. The Daily Report shall include the following information:

- (A) Name and address of CONTRACTOR;
- (B) Details for each vehicle that qualified for the Old Car Buy Back program:
  - (1) Date vehicle owner contacted the Old Car Buy Back program;
  - (2) Date vehicle is scheduled to be permanently scrapped;
  - (3) Vehicle make;
  - (4) Vehicle model;
  - (5) Vehicle model year;
  - (6) Vehicle license number;
  - (7) Vehicle fuel type: gasoline or diesel;
  - (8) Does the vehicle require a Smog Check inspection within the next sixty-one (61) days to ninety (90) days?;
  - (9) Smog Check inspection date and result from latest smog check;
  - (10) Advertising source: Where did they hear about the Old Car Buy Back program?
- (C) Details for each vehicle that was disqualified from participation in the Old Car Buy Back program:
  - (1) Vehicle make;
  - (2) Vehicle model;
  - (3) Vehicle model year;
  - (4) Vehicle license number;
  - (5) Reason for disqualification
- (D) Discuss any problems related to implementing the Old Car Buy Back program.

**2. Invoice Report**

The Invoice Report shall be included with each invoice submittal to document vehicles purchased and contain the following information:

- (A) Date of vehicle purchase;
- (B) Vehicle make;
- (C) Vehicle model;
- (D) Vehicle model year;
- (E) Vehicle Identification Number (VIN);
- (F) Vehicle license number;
- (G) Odometer reading;
- (H) Vehicle fuel type: Gasoline or diesel;
- (I) Contact information for legal vehicle seller:
  - (1) Name;
  - (2) Address;

- (3) City;
- (4) ZIP Code;
- (5) Phone Number;
- (J) Date owner first contacted the CONTRACTOR;
- (K) Date of permanent vehicle dismantling;
- (L) Contact information for inspector assessing the vehicle's eligibility:
  - (1) Name;
  - (2) Business address;
  - (3) Phone number;
- (M) Check number from payment to owner;
- (N) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
- (O) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
- (P) Reproduction of written documentation from the DMV verifying that a vehicle meets the registration and Smog Check requirements of Section 1.(C) and Section 1.(F) of Attachment B;
- (Q) Reproduction of the Certificate of Vehicle Qualification, Equipment, and Function Eligibility documentation;
- (R) Reproduction of Notice of Release of Liability, Bill of Sale, and General Release and Waiver documentation;
- (S) Reproduction of Certificate of Permanent Vehicle Dismantling documentation

### **3. Bank Statement**

- (A) The CONTRACTOR will submit a reproduction of any bank statements used for the payment of vehicles that participate in the Old Car Buy Back program. The bank statements must include check numbers that corroborate with the payments made to vehicle owners. The bank statements must be submitted to the DISTRICT monthly.

ATTACHMENT E  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless DISTRICT and the County of Santa Barbara (COUNTY), their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Contract.

INSURANCE

Without limiting the CONTRACTOR's indemnification of DISTRICT and the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of DISTRICT. Such insurance coverage shall be maintained during the term of this Contract. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to DISTRICT within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Contract. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by DISTRICT. In the event CONTRACTOR is self-insured, it shall furnish to DISTRICT a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract and CONTRACTOR submits a written statement to DISTRICT stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and save harmless provisions [above] of the Indemnification Section of this Contract between DISTRICT and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. DISTRICT and the COUNTY, their officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will

apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by DISTRICT.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Contract. Said policy or policies shall provide that DISTRICT shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated DISTRICT representative certificate(s) of insurance documenting the required insurance as specified above prior to this Contract becoming effective. DISTRICT shall maintain current certificate(s) of insurance at all times in the office of the designated DISTRICT representative as a condition precedent to any payment under this Contract. Approval of insurance by DISTRICT or acceptance of the certificate of insurance by DISTRICT shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services or operations pursuant to the contract, nor shall it be deemed a waiver of DISTRICT rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with DISTRICT's insurance requirements, DISTRICT may, at its sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by DISTRICT and the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against DISTRICT and the COUNTY or inflation. This option may be exercised during any amendment of this Contract that results in an increase in the nature of DISTRICT's or the COUNTY's risk and such change of provisions will be in effect for the term of the amended Contract. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

ATTACHMENT F  
COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Sec. 2-95. Prohibition of unlawful discrimination in employment practices. The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and Contract (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers, agencies or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction Contracts, leases, whether now in effect or hereinafter made if the county finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or Contract if any the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expense of such hearing, including reasonable attorneys' fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or Contract is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or Contract.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or Contract) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agent of the county. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral or written of such record, may be made to third parties except as provided within the Contract.



Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or Contract with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or Contract with the County of Santa Barbara. (Ord. No. 2946, SS 1; Ord. No. 2993, SS 1; Ord. No. 3018, SS 1)

Sec. 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within thirty-six (36) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative action officer. At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or Contract with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expense related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara (Ord. No. 2946, § 1)

ATTACHMENT G  
EXAMPLE SPENDING AUTHORIZATION LETTER



DATE

Steelhead Recyclers  
Attn: Travis Beifuss  
891 South Kellogg Road  
Goleta, CA 93117

**Subject:      Old Car Buy Back Program Spending Authorization**  
**Date XX/XX/2011 to Date XX/XX/2012 (Contract AP111204)**

Dear Mr. Beifuss:

The purpose of this letter is to provide you with spending authorization to implement the Old Car Buy Back Program at your business in accordance with contract AP111204, dated October 20, 2011, between the Air Pollution Control District (District) and Steelhead Recyclers.

In accordance with Paragraph 29 of the above noted contract, as Air Pollution Control Officer I authorize you to spend Old Car Buy Back funds as specified below:

SPENDING AUTHORIZATION	TIME PERIOD
\$XX,XXX	XX/XX/2011 to XX/XX/2012

An increase in the expenditure amount or extension of the time period is not allowed without a new authorization letter from the District.

Refer to Table 1 for a summary of the Old Car Buy Back Program contract actions to date.

Louis D. Van Mullem, Jr.   •   Air Pollution Control Officer  
260 North San Antonio Road, Suite A • Santa Barbara, CA • 93110 • [www.sbcapcd.org](http://www.sbcapcd.org) • 805.961.8800 • 805.961.8801 (fax)

**TABLE 1**  
**OLD CAR BUY BACK PROGRAM CONTRACT AP111204 WITH STEELHEAD RECYCLERS**

<b>DATE</b>	<b>CONTRACT BALANCE</b>	<b>SPENDING AUTHORIZATION</b>	<b>ACTUAL EXPENDITURES</b>	<b>DESCRIPTION OF ACTION ITEMS</b>
10/20/2011	\$1,250,000			Board approval of Contract AP111204 for \$1,250,000
XX/XX/2011		\$XX,XXX		Spending Authorization XX/XX/2011 to XX/XX/2012
XX/XX/2011	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2011
XX/XX/2012	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2012
XX/XX/2012	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2012
XX/XX/2012	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2012
XX/XX/2011		\$XX,XXX		Spending Authorization XX/XX/2012 to XX/XX/2012
<b>Totals</b>		<b>\$X,XXX,XXX</b>	<b>\$X,XXX,XXX</b>	

If you have any questions regarding this Spending Authorization, please contact Jim Fredrickson at (805) 961-8892.

Sincerely,

Louis D. Van Mullem, Jr.  
Air Pollution Control Officer

cc: Linda Alexander, SBCAPCD - Fiscal Group  
Jim Fredrickson, SBCAPCD – Innovative Technology Group

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT AP111204**

between  
**The Santa Barbara County Air Pollution Control District**  
and  
**Steelhead Recyclers [AP111204]**

This Amended Professional Services Contract is entered into this 20 day of October 2016 by and between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Steelhead Recyclers, hereinafter referred to as "CONTRACTOR", and collectively referred to as "the PARTIES".

**RECITALS**

WHEREAS, on October 20, 2011, the PARTIES entered into a Professional Services Contract to facilitate the implementation of the DISTRICT's Old Car Buy Back Program.

WHEREAS, the Professional Services Contract AP111204 term shall end on October 20, 2016, as specified in Condition 2 (Time of Performance).

WHEREAS, the DISTRICT has authorized spending of funds not to exceed \$1,250,000 to the CONTRACTOR as part of Condition 3 (Contract Funding).

WHEREAS, the PARTIES wish to amend the Professional Services Contract AP111204 to increase the time available for authorization under Condition 2 (Time of Performance) which will allow CONTRACTOR to do additional work.

WHEREAS, the PARTIES wish to amend the Professional Services Contract AP111204 to increase the funds available for authorization under Condition 3 (Contract Funding) which will allow CONTRACTOR to do additional work.

WHEREAS, the PARTIES wish to amend the Professional Services Contract AP111204 to modify the requirements of operating the program under ATTACHMENT B (Program Requirements) which will allow CONTRACTOR to increase the vehicle model year to 1994 or older and perform the work in compliance with the most recent California Air Resources Board regulations.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the PARTIES hereby agree to amend the Professional Services Contract AP111204 as follows:

1. Condition 2 (Time of Performance) to be amended as follows:

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The Contract term shall be ~~five~~ ten years unless terminated sooner in accordance with Paragraph 12 (Termination).

2. Condition 3 (Contract Funding) to be amended as follows:

DISTRICT hereby agrees to authorize spending of funds to CONTRACTOR in the amount not to exceed ~~\$1,250,000~~ \$2,500,000 for the CONTRACTOR to purchase and permanently retire old motor vehicles.

3. ATTACHMENT B (Program Requirements) to be amended as follows and attached below:

The vehicle must be a **1994** Model Year or older diesel or gasoline-powered vehicle up to 10,000 pounds gross vehicular weight rating. The Model Year may be changed at the DISTRICT's discretion to a **1995** Model Year or older vehicle; should the DISTRICT choose to change the model year, the DISTRICT will notify the CONTRACTOR in writing and will provide updated program forms.

4. In all other respects, this Professional Services Contract AP111204 shall remain unchanged and in full force and effect.

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IN WITNESS THEREOF, the undersigned parties have executed this Amendment to Professional Services Contract AP111204 between the Santa Barbara County Air Pollution Control District and Steelhead Recyclers, executed at Santa Barbara, California on the day and year first written above.

ATTEST:

AERON ARLIN GENET  
CLERK OF THE BOARD

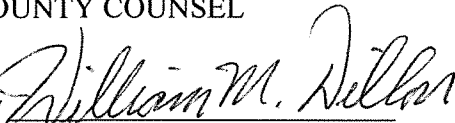
By   
Deputy

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT,  
STATE OF CALIFORNIA

By   
Chair

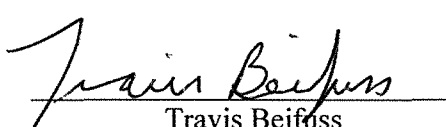
Date: Oct. 20, 2016

APPROVED AS TO FORM  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

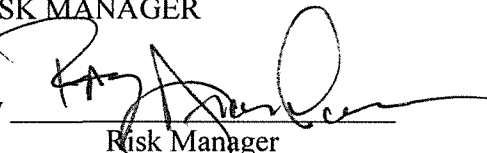
By   
Deputy County Counsel

CONTRACTOR:

STEELHEAD RECYCLERS


By   
Travis Beifuss  
Owner

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By   
Risk Manager

Date: 10-13-16

APPROVED AS TO ACCOUNTING  
FORM:  
THEODORE A. FALLATI, CPA, CPFO  
AUDITOR-CONTROLLER

By   
Division Chief  
Advanced & Specialty Accounting

ATTACHMENT B  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT will not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase, if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

— All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1993 Model Year or older diesel or gasoline powered vehicle up to 10,000 pounds gross vehicle weight.
- (C) The vehicle must be currently registered with the DMV as an operating vehicle and must have been registered for at least twenty four (24) consecutive months prior to the date of the sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County. Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel powered vehicles 1998 model year and older and gasoline powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible.
  - (1) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for up to two (2) months during the twenty four (24) months registration period and occurring at least three (3) months immediately prior to the date of sale to the Old Car Buy Back program.
  - (2) A vehicle may also be eligible if the registration has lapsed for a period not to exceed six (6) months during the previous twenty four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle is registered for at least three (3) months immediately prior to its sale date to the Old Car Buy Back program.
  - (3) If a vehicle owner has sold a vehicle to the Old Car Buy Back program within the previous twelve (12) months, any subsequent vehicles offered to the CONTRACTOR must have been continuously registered to that owner for the previous twenty four (24) month period, in addition to meeting all other requirements of this section.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records. If the DMV registration data provide inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used.
- (D) The vehicle shall be driven under its own power to the dismantler location to be eligible for retirement.

- (E) ~~The vehicle shall not be a high emitter or a gross polluter and must not be operating under a Smog Check repair cost waiver or economic hardship extension.~~
- (F) ~~If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.~~
- (G) ~~If a vehicle volunteered for retirement is within sixty one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site:  
<http://www.autorepair.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx>~~
- (H) ~~The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.~~

## **2. ~~Vehicle Functional and Equipment Eligibility Inspection~~**

~~CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:~~

- (A) ~~The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility.~~
- (B) ~~CONTRACTOR must inspect the vehicle to ensure it meets the following requirements and must reject the vehicle if the vehicle fails any one of these requirements:~~
  - (1) ~~All doors must be present and at a minimum the driver's side door shall be operable in a two door vehicle. For a four door vehicle, the driver's side door and one rear door shall be operable. (Doors are considered operable if they can open and close without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle);~~
  - (2) ~~The trunk lid shall remain closed without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle;~~
  - (3) ~~The hood shall open and shall remain closed utilizing a functional latching mechanism without the use of bungee cords, straps, ropes, wire, chains, or other materials that were not part of the original design of the vehicle;~~
  - (4) ~~The dashboard shall contain warning lights and gauges (except clock and tachometer) as originally supplied by the manufacturer or functionally equivalent aftermarket replacements;~~
  - (5) ~~Windshield wipers shall be present and operational;~~



- (6) ~~The windshield and rear window shall not contain any holes, or holes that are covered by tape or any other external component that impairs the driver's vision. In addition, the windshield and rear window shall not be held in place by external components that were not part of the original design of the vehicle;~~
  - (7) ~~The driver's seat must be present and the seat back shall not be reinforced or supported by add-on components such as blocks, boards, or rope in order to be functional;~~
  - (8) ~~Interior pedals (controlling the brake, clutch and accelerator) shall be present;~~
  - (9) ~~The vehicle shall contain bumpers, fenders, exhaust system, and side and quarter panels as originally supplied by the manufacturer or aftermarket part equivalent; these components shall not be damaged to the extent that the operability of the vehicle is impaired;~~
  - (10) ~~The vehicle shall not contain any holes in the floorboard or any holes penetrating through the body into the passenger compartment, not originally designed by the vehicle manufacturer;~~
  - (11) ~~Head lights, tail lights, and brake lights shall be present and operational. (Burned out light bulbs shall not result in a failure of this requirement provided that the operability of the above lightning systems can be verified);~~
  - (12) ~~Driver's side and opposing side window shall be present, and not supported by any add-on component that was not part of the original design of the vehicle. Other side windows or functional replacements shall be present;~~
  - (13) ~~The requirements of Section 1.(E) and 1.(F) regarding Smog Check have been met;~~
  - (14) ~~There should be no obvious indications that the vehicle is not operated on a routine basis for extended periods of time;~~
- (C) ~~CONTRACTOR shall inspect the vehicle to ensure it meets the following requirements and shall reject the vehicle if the vehicle fails any two of these requirements:~~
- (1) ~~Turn signal lights shall be present and operational. (Burned out light bulbs shall not result in a failure of the requirement provided that the operability of the above lightning system can be verified);~~
  - (2) ~~Driver's side window and opposing side passenger window shall be operational. (Operability shall be determined by the inspector raising and lowering the window handle, crank, or power window switch located inside the vehicle. Inability of windows to be raised and lowered shall result in noncompliance with this requirement);~~
  - (3) ~~Rear view mirror and left hand side view mirror shall be present and operational;~~
  - (4) ~~The vehicle shall contain interior door panels as originally supplied by the vehicle manufacturer or aftermarket equivalent. (Interior door panels shall be attached to the door without the use of any external device or material not designed for the vehicle);~~
  - (5) ~~The vehicle body shall not contain any holes that exceed two inches in length at the widest point;~~
- (D) ~~CONTRACTOR shall complete the following functional inspection, and shall reject the vehicle if the vehicle fails to complete any one of the following requirements. Prior to implementing the functional inspection, the vehicle engine shall be turned off;~~
- (1) ~~Insert key, vehicle engine shall start using keyed ignition system. (In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine);~~

- (2) ~~Vehicle shall idle without the use of accelerator pedal for a minimum of ten seconds;~~
- (3) ~~Transmission shall be shifted into forward gear with brake pedal applied. Vehicle engine shall remain operating without use of accelerator pedal for a minimum of ten seconds. (Vehicles equipped with manual transmissions shall be exempt from this requirement);~~
- (4) ~~The vehicle shall be driven forward and in reverse for a minimum of 25 feet under its own power;~~
- (5) ~~Under its own power, the vehicle shall be driven forward for a minimum of 100 feet starting at 0 miles per hour, and the vehicle shall completely stop at the end of this test using the vehicle's braking system. In dry weather conditions, the vehicle shall travel the first 60 feet of this test within five (5) seconds. (In wet weather conditions, the vehicle shall travel the first 60 feet of this test within eight (8) seconds). After 100 feet have been traveled, the vehicle shall turn around and return to its point of origin;~~
- (E) ~~CONTRACTOR shall reject the vehicle if any of the following occurs during implementation of the functional tests specified in Section 2.(B), Section 2.(C), and Section 2.(D):~~
  - (1) ~~Engine shuts down subsequent to keyed ignition start;~~
  - (2) ~~Emissions of whining, grinding, clanking, squealing, or knocking noises, or noises from engine backfire;~~
  - (3) ~~The brake pedal drops to the floor when the inspector attempts to stop the vehicle;~~
- (F) ~~Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT approved certificate of functional and equipment eligibility. The certificate of eligibility issued to the vehicle owner will be valid for thirty (30) days. After thirty (30) days, the certificate of eligibility will expire and the vehicle owner will have to re-qualify to participate in the Old Car Buy Back program.~~
- (G) ~~Vehicles failing the requirements pursuant to Section 2.(A), Section 2.(D), and Section 2.(E), may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test. Vehicles failing the requirements of Section 2.(B) and Section 2.(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle.~~

### 3. ~~Vehicle Buy Back Program Contractor Requirements~~

- (A) ~~CONTRACTOR must be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes and the regulations of the DMV, for the purpose of vehicle disposal after purchase. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.~~
- (B) ~~At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing using DISTRICT approved forms, information demonstrating the ability to comply~~

~~with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.~~

- ~~(C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional and equipment eligibility requirements.~~
- ~~(D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.~~
- ~~(E) A vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.~~
  - ~~(1) The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.~~
  - ~~(2) No parts may be removed, for sale or reuse, from any vehicle retired for the purpose of generating emission reduction credits. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - ~~a) The CONTRACTOR may separate ferrous and non-ferrous metals prior to vehicle retirement to sell as a source of scrap metal only;~~
    - ~~b) The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries.~~~~
  - ~~(3) All vehicles must be confined in a holding area separate from other vehicles procured by the CONTRACTOR until they are permanently destroyed.~~
  - ~~(4) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.~~
- ~~(F) The CONTRACTOR shall provide to the DISTRICT a list of all vehicles accepted for participation into the Old Car Buy Back program that are within sixty one (61) days to ninety (90) days of their next required Smog Check inspection. (Refer to Attachment D, Section 1.(B)(8)).~~

#### **4. ~~Offering Vehicles to the Public~~**

- ~~(A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling. The CONTRACTOR must provide daily descriptions of the vehicles as required in Attachment D—Contract Reports.~~
- ~~(B) After the vehicle is offered for sale into the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.~~
- ~~(C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle.~~

#### **5. ~~Parts Recycling~~**

~~The Old Car Buy Back program does not allow any vehicle parts to be recycled. The entire vehicle must be permanently scrapped and permanently removed from service.~~

#### **6. ~~Records, Auditing and Enforcement~~**

~~The following requirements for records, auditing, and enforcement shall be met:~~

- ~~(A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - ~~(1) Vehicle Identification Number (VIN);~~
  - ~~(2) Vehicle license plate number;~~
  - ~~(3) Vehicle model year;~~
  - ~~(4) Vehicle odometer reading;~~
  - ~~(5) Vehicle make and model;~~
  - ~~(6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;~~
  - ~~(7) Name, address and phone number of registered owner if different from Section 6.(A)(6);~~
  - ~~(8) Date of purchase of vehicle by CONTRACTOR;~~
  - ~~(9) Date of vehicle retirement;~~
  - ~~(10) Reproduction of California Certificate of Title and registration, as signed off by seller at time of final sale to the Old Car Buy Back program;~~
  - ~~(11) Reproduction of the applicable certificate of functional and equipment eligibility;~~
  - ~~(12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);~~
  - ~~(13) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section 1.(C);~~
  - ~~(14) If applicable, reproduction of documentation issued pursuant to Section 1.(F);~~
  - ~~(15) Any other pertinent data requested by DISTRICT (e.g. Old Car Buy Back program survey)~~~~
- ~~(B) Upon request of DISTRICT, the data contained in records required in Section 6.(A)(1) through Section 6.(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic database format, in lieu of paper copies.~~

- ~~(C) CONTRACTOR shall maintain copies of the information listed in Section 6.(A)(1) through Section 6.(A)(15) for a minimum period of three (3) years, and shall make those records available to DISTRICT upon request.~~
- ~~(D) DISTRICT may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.~~
- ~~(1) CONTRACTOR and its subcontractors shall allow DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.~~
- ~~(E) CONTRACTOR will handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.~~
- ~~(F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR will ensure payment is made to vehicle owner and all of the requirements are met including Section 3.(D).~~

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## ATTACHMENT B PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, et. seq., (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT will not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase, if such vehicle fails to meet the following requirements:

### **1. Vehicle Eligibility Requirements (Section 2603)**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners;
- (B) The vehicle must be currently registered with the Department of Motor Vehicles (DMV) as an operable vehicle and must have been registered for at least twenty-four (24) months prior to the date of the sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County;
  - (1) Smog Checks must have been performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible;
  - (2) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, et seq., for a total of two (2) or fewer months during the continuous twenty-four (24) months registration period and occurring at least three (3) months prior to the date of sale to the Old Car Buy Back program;
  - (3) A vehicle may also be eligible if the registration has lapsed for less than 181 days during the previous twenty-four (24) months, pursuant to Health and Safety Code 44094, and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle is registered for at least ninety (90) days immediately prior to its sale date to the Old Car Buy Back program; and
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle obtained from DMV records. If the DMV registration data provide inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used;
- (C) The vehicle shall not be operating under a Smog Check repair cost waiver or economic hardship extension;
- (D) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be

- required to submit documentation issued by a Bureau of Automotive Repair licensed Smog Check technician demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection; and
- (E) Vehicles that have a tampered emissions control system (missing, modified, or disconnected components) shall not be eligible for acceptance in the Old Car Buy Back Program.
  - (F) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site:  
<http://www.autorepair.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx>
  - (G) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only purchase and scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility into the Old Car Buy Back program;
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following equipment eligibility requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and in place;
  - (2) The hood shall be present and in place;
  - (3) The dashboard shall be in place;
  - (4) Windshield shall be present and in place;
  - (5) Interior pedals shall be operational;
  - (6) One bumper and all side and/or quarter panels shall be present and in place;
  - (7) Vehicle drive-ability must not be affected by any steering, suspension or body damage;
  - (8) Exhaust system shall be present and in place;
  - (9) One headlight, one taillight, and one brake light shall be present and in place;
  - (10) One side window glass shall be present and in place;
- (C) CONTRACTOR shall complete the following functional eligibility inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
  - (1) Insert key, vehicle engine shall start using keyed ignition system;
  - (2) The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries;

- (3) The vehicle shall be driven both forward and in reverse for a minimum of 25 feet under its own power;
- (D) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT approved certificate of functional and equipment eligibility form.
- (E) Vehicles failing the requirements pursuant to Section 2, may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test.

### **3. Vehicle Old Car Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes and the regulations of the DMV, for the purpose of vehicle disposal after purchase. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing using DISTRICT approved forms, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional and equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) The CONTRACTOR shall provide to the DISTRICT a list of all vehicles accepted for participation into the Old Car Buy Back program that are within sixty-one (61) days to ninety (90) days of their next required Smog Check inspection. (Refer to ATTACHMENT D, Section 1 (B)(8)).
- (F) Violation of any provision of these regulations by CONTRACTOR, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in California Health and Safety Code.



#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling. The CONTRACTOR must provide daily descriptions of the vehicles as required in ATTACHMENT D – Contract Reports.
- (B) After the vehicle is offered for sale into the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) During the ten (10) day waiting period, if an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle. The CONTRACTOR is not obligated to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle, or sell the vehicle if a mutually acceptable price cannot be negotiated.

#### **5. Parts Recycling**

- (A) A vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been punched, crushed, shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) No parts may be removed, for sale or reuse, from any dismantled retired vehicle. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - a) The CONTRACTOR may separate ferrous and non-ferrous metals from a dismantled retired vehicle prior as a source of scrap metal only;
    - b) The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries.
  - (3) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.

## **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address, phone number, and email address of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address, phone number, and email address of registered owner if different from Section 6.(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section 1.(C);
  - (14) If applicable, reproduction of documentation issued pursuant to Section 1.(F);
  - (15) Any other pertinent data requested by DISTRICT (e.g. Old Car Buy Back program survey)
- (B) Upon request of DISTRICT, the data contained in records required in Section 6.(A)(1) through Section 6.(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6.(A)(1) through Section 6.(A)(15) for a minimum period of three (3) years, and shall make those records available to DISTRICT upon request.
- (D) DISTRICT may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT shall report the results of any such audits and inspections to the Executive Officer. DISTRICT shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
  - (1) CONTRACTOR and its subcontractors shall allow DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully.

## **AMENDMENT #2 TO PROFESSIONAL SERVICES CONTRACT AP111204**

**between**

**The Santa Barbara County Air Pollution Control District**

**and**

**Steelhead Recyclers**

This Professional Services Contract Amendment #2 is made this 20th day of August 2020, in order to modify Professional Services Contract AP111204, dated October 20, 2011 and amended on October 20, 2016, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Steelhead Recyclers, hereinafter referred to as "CONTRACTOR," and collectively referred to as "the PARTIES."

### **RECITALS**

WHEREAS, on October 20, 2011, the PARTIES entered into a Professional Services Contract to facilitate the implementation of the DISTRICT's Old Car Buy Back Program.

WHEREAS, the Professional Services Contract AP111204 term shall end on October 20, 2021, as specified in Condition 2 (Time of Performance).

WHEREAS, the PARTIES wish to amend the time available for authorization under Condition 2 (Time of Performance) of Professional Services Contract AP111204 so that a new contract can be signed.

WHEREAS, Condition 19 states that the Professional Services Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the Board, by the Air Pollution Control Officer and CONTRACTOR.

WHEREAS, all signatories and parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Contract have been fully complied with. Furthermore, by entering into this Contract, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the PARTIES hereby agree to amend the Professional Services Contract AP111204 as follows:

1. Condition 2 (Time of Performance) to be amended as follows:

This Professional Services Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The Professional Services Contract term shall end on August 20, 2020 unless terminated sooner in accordance with Paragraph 12 (Termination).

2. Except as modified herein, Professional Services Contract AP111204 shall remain in full force and effect.

This Professional Services Contract Amendment #2 between Santa Barbara County Air Pollution Control District and Steelhead Recyclers was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

Rachel Van Mullem  
By Rachel Van Mullem (Aug 14, 2020 09:16 PDT)  
District Counsel

**APPROVED AS TO FORM:**

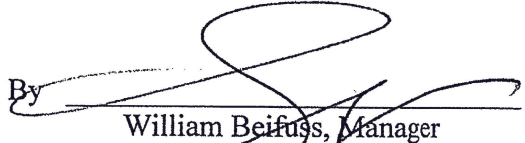
RAY AROMATORIO, ARM, AIC  
Risk Manager

By   
Risk Manager

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_


**CONTRACTOR:**  
STEELHEAD RECYCLERS

By   
William Beifuss, Manager

Date 8-11-20

**APPROVED AS TO FORM:**

BETSY M. SHAFFER, CPA  
Auditor-Controller

By   
Deputy

## ATTACHMENT C

### Black Road Auto & Tow Existing Professional Services Contract & Amendments

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

# **PROFESSIONAL SERVICES CONTRACT**

**between**

**The Santa Barbara County Air Pollution Control District**

**and**

**Black Road Auto & Tow [AP111206]**

This Professional Services Contract, hereinafter referred to as "Contract", is made this 20 day of October 20 11, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Black Road Auto & Tow, hereinafter referred to as "CONTRACTOR".

## **RECITALS**

WHEREAS, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing the Clean Air Plan to achieve and maintain state and federal air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

WHEREAS, Santa Barbara County does not meet state health-based air quality standards for ozone;

WHEREAS, oxides of nitrogen and reactive organic gases are precursors to the formation of ozone and the generation of these pollutants from internal combustion engines used in light-duty motor vehicles are a significant contributor to the county's total emissions of these pollutants;

WHEREAS, DISTRICT has funds provided by the California Air Resources Board pursuant to the Carl Moyer Program, and the California Department of Motor Vehicles (DMV) surcharge fee program, and wishes to utilize a portion of these funds for an Old Car Buy Back program;

WHEREAS, the California Air Resources Board has specified the PROGRAM REQUIREMENTS that must be met by any Old Car Buyback Program to be eligible for Carl Moyer funds and those requirements are set forth in Attachment B to this Contract.

WHEREAS, the California Air Resources Board is an intended third party beneficiary for the purposes of this Contract; as such the California Air Resources Board reserves the right to enforce the terms of this Contract;

WHEREAS, CONTRACTOR represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the SCOPE OF WORK attached to this Contract as Attachment A, and will not commence these activities until this Contract is fully executed;

WHEREAS, DISTRICT has reviewed CONTRACTOR's qualifications and SCOPE OF WORK and has selected CONTRACTOR for the DISTRICT's Old Car Buy Back program at an amount determined by the District Board of Directors; and

NOW, THEREFORE, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and CONTRACTOR as follows:

### **CONTRACT TERMS AND CONDITIONS**

1. Obligations to be Performed Under this Contract.

Within the time specified in paragraph 2 (Time of Performance), CONTRACTOR shall perform all of the obligations described in this Contract and set forth in the SCOPE OF WORK, which is attached hereto as Attachment A and incorporated herein by this reference. Said SCOPE OF WORK shall fully implement and comply with all of the requirements of the California Air Resources Board as set forth in Attachment A, which is incorporated herein by this reference.

CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

2. Time of Performance.

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The contract term shall be five years unless terminated sooner in accordance with Paragraph 12 (Termination).

3. Contract Funding.

DISTRICT hereby agrees to provide funds to CONTRACTOR in the amount not to exceed \$ 750,000 for the CONTRACTOR to purchase and permanently retire old motor vehicles. CONTRACTOR shall invoice DISTRICT as described in Attachment C, COST SCHEDULE AND REIMBURSEMENT SCHEDULE. CONTRACTOR shall provide DISTRICT any information necessary to verify the accuracy of the invoice. DISTRICT will pay CONTRACTOR within thirty days of receipt of CONTRACTOR's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

4. Non-Partnership.

This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

5. Status of CONTRACTOR.

CONTRACTOR shall perform all services under this Contract as an independent contractor and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records.

CONTRACTOR shall keep, and provide to DISTRICT or its agents, upon request, accurate financial records necessary to enable DISTRICT to review CONTRACTOR's performance of this Contract. These records shall demonstrate the contract funding has been used to meet the requirements specified in Attachment A, SCOPE OF WORK and Attachment B, PROGRAM REQUIREMENTS. CONTRACTOR shall maintain all such records for at least three years after the termination of this Contract.

7. Contract Reporting.

CONTRACTOR shall submit report(s) to the DISTRICT in accordance with the schedule and format specified in Attachment D (CONTRACT REPORTS).

8. Audit and Review.

DISTRICT or its agents shall have the right to audit and review the records identified in Paragraph 6 (Records), above, maintained by CONTRACTOR pursuant to the terms of this Contract to the extent necessary to verify the contract funding has been used in accordance with the terms of this Contract. Any such audit and review will be conducted by DISTRICT or County of Santa Barbara auditors or, at CONTRACTOR's option and expense, by a mutually acceptable third party accounting firm.

9. Indemnification and Insurance.

CONTRACTOR agrees to defend, indemnify and save harmless the DISTRICT and the County of Santa Barbara, and to procure and maintain insurance in accordance with the provisions of Attachment E (STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS) attached hereto and incorporated herein by reference.

10. Nondiscrimination Clause.

CONTRACTOR shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment F (COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE) and incorporated herein by this reference.



11. Rights to Emission Reductions.

CONTRACTOR affirmatively certifies to DISTRICT that the project described in Attachment A (SCOPE OF WORK) is not be required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. CONTRACTOR transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the permanent destruction of the vehicles purchased by the Contract. CONTRACTOR shall not use or attempt to use the emission reductions achieved by the permanent destruction of the vehicles. CONTRACTOR hereby fully and completely and permanently relinquishes any such rights.

12. Termination.

a) DISTRICT may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

DISTRICT may terminate this Contract for cause should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by CONTRACTOR.

b) CONTRACTOR may terminate its obligation to purchase and retire old motor vehicles funded under this Contract for good cause. Notice of termination shall be in writing and shall be effective upon completion of the terms of Paragraph 12 (Termination). Such notice shall terminate CONTRACTOR's obligation under Paragraph 1 (Obligations to be Performed Under this Contract) and Paragraph 2 (Time of Performance) of this Contract.

13. Conflict of Interest.

CONTRACTOR understands and acknowledges that the funds awarded under this Contract may only be awarded to CONTRACTOR in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code Section 87100 *et seq.* CONTRACTOR understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows he or she has a financial interest.

For the purposes of this provision, a "public official" is any person employed in the Innovative Technology Program at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Contract.

For the purposes of this provision, "CONTRACTOR" includes CONTRACTOR and CONTRACTOR's subcontractors and employees, business associates and business partners (including all personnel named in CONTRACTOR's Proposal) who will receive a financial

benefit from this Contract.

CONTRACTOR represents and warrants that a "conflict of interest" did not exist during the process that led to the award of this Contract. A conflict of interest exists if any of the following are true:

- a) CONTRACTOR is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- b) CONTRACTOR has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.
- c) CONTRACTOR is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) CONTRACTOR has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating three hundred forty dollars (\$340) or more in value provided or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.

CONTRACTOR shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Contract. DISTRICT may, in its sole discretion, decline to award or may terminate the Contract to CONTRACTOR if a conflict of interest existed prior to the full execution of this Contract. Failure of CONTRACTOR to comply with this provision shall be a material breach of this Contract and shall, at DISTRICT's discretion, result in a total forfeiture of all Contract funds received under this Contract. CONTRACTOR shall also be liable to DISTRICT for treble damages of the amount of the Contract and DISTRICT's reasonable attorney's fees in any litigation necessary to enforce this provision.

#### 14. Taxes.

CONTRACTOR shall be responsible for payment of all taxes due as a result of the Contract.

#### 15. Public Education.

CONTRACTOR, upon request of DISTRICT, will participate in and assist with a one day public education and demonstration concerning CONTRACTOR's project. CONTRACTOR will allow reasonable access by DISTRICT and the public to project facilities and equipment during this demonstration.

16. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. Publication.

DISTRICT shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from DISTRICT in connection with performance under this Contract.

Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to the Contract, shall be part of DISTRICT's public record. CONTRACTOR may use or publish, at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the DISTRICT. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of DISTRICT. DISTRICT, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. DISTRICT has not approved or disapproved this report, nor has DISTRICT passed upon the accuracy or adequacy of the information contained herein."

CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

18. Waivers.

The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law.

19. Amendment.

This Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer, and CONTRACTOR.

20. California Law to Apply.

This Contract shall be construed under and in accordance with the laws of the State of California. All obligations created under this Contract are performable in California.

21. Assignment.

This Contract shall not be assigned by CONTRACTOR.

22. Contract Integrated.

This Contract represents the entire and integrated Contract between DISTRICT and CONTRACTOR and supersedes any and all other negotiations, representations, and/or Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.

23. Conflicts Between Contract and Incorporated Attachments.

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) which are incorporated into this Contract by reference, conflict with any provision contained in this Contract, the provision of this Contract shall take precedence and govern.

24. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

25. Unusual Circumstances.

The parties shall be excused from performing their respective obligations in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

26. California Air Resources Board as Third Party Beneficiary.

CONTRACTOR acknowledges that Carl Moyer Program Funds may be provided for this Contract by the State of California through the administration and oversight of the California Air Resources Board. The Air Resources Board shall be a third party beneficiary for the

purposes of this Contract and, as such, the Air Resources Board shall have the right to enforce the terms of this Contract, including seeking whatever legal, equitable and other remedies are available under State law for CONTRACTOR's failure to fully perform under this Contract.

27. Point of Contact

All notices referenced in this Contract shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

**DISTRICT**

Santa Barbara County Air Pollution Control District  
260 North San Antonio Rd., Suite A  
Santa Barbara, California 93110  
Attn: Jim Fredrickson

**CONTRACTOR**

Black Road Auto & Tow  
1500 Black Road  
Santa Maria, CA 93458  
Attn: Lorne Leeds

28. Deposit

At the time of issuance of the initial Spending Authorization by the DISTRICT pursuant to Paragraph 29, DISTRICT shall provide to CONTRACTOR funds to cover projected vehicle purchase costs for the next one hundred twenty (120) days in the amount of \$75,000. CONTRACTOR shall utilize said funds as a deposit to pay the owners of vehicles purchased pursuant to Attachment B, PROGRAM REQUIREMENTS, and Attachment C, COST SCHEDULE AND REIMBURSEMENT SCHEDULE of this contract. CONTRACTOR shall not pay out any funds unless approved by a DISTRICT Spending Authorization. CONTRACTOR shall maintain this deposit in a separate FDIC insured bank account and shall allow DISTRICT to audit the records of the account. Any interest accumulated shall only be used for the purpose of purchasing vehicles under the terms of this contract. If CONTRACTOR maintains the deposit in an interest bearing account, CONTRACTOR shall maintain records tracking the interest earned by this account. If CONTRACTOR maintains the deposit in a non-interest bearing account, CONTRACTOR must maintain records indicating that no interest is earned by the account.

Upon termination of this Contract, CONTRACTOR shall return the balance of the deposit, plus any interest earned to DISTRICT within thirty (30) days of termination. In addition, the information specified in Attachment C, Section 2.(C)., shall be submitted along with the deposit balance.

## 29. Spending Authorization

CONTRACTOR shall not perform any work under this Contract until CONTRACTOR is provided Spending Authorization from DISTRICT by a SPENDING AUTHORIZATION LETTER signed by the Air Pollution Control Officer. Such authorization shall specify the time period, and the amount of Contract funding that CONTRACTOR may expend during specified time period. Once the time period of the written authorization expires, CONTRACTOR shall not spend any additional funds until a new Spending Authorization is provided by the DISTRICT. (Refer to Attachment G, EXAMPLE SPENDING AUTHORIZATION LETTER).

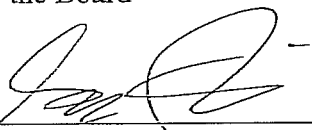
## 30. Stop Work Order

Notwithstanding any Spending Authorization(s) provided pursuant to Paragraph 29 of this Contract, DISTRICT may, in its sole discretion, require CONTRACTOR to cease any expenditure of funds that are reimbursable under this Contract for convenience by giving forty-eight (48) hours prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this forty eight hour period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer. DISTRICT may rescind such stop work order by providing written notice to CONTRACTOR.

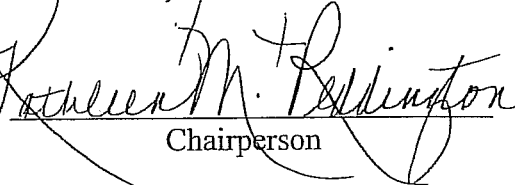
This Contract between Santa Barbara County Air Pollution Control District and  
Black Road Auto & Tow was executed at Santa Barbara, California on the day and year  
first above written

ATTEST:

LOUIS D. VAN MULLEM, JR.  
Clerk of the Board

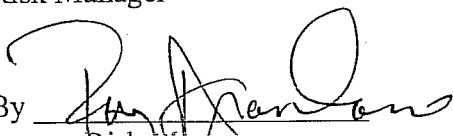
By   
Deputy Clerk of the Board

Santa Barbara County Air Pollution Control  
District, State of California

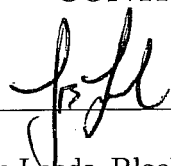
By   
Chairperson

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC  
Risk Manager

By   
Risk Manager

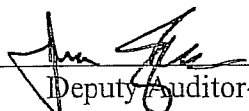
CONTRACTOR

By   
Lorne Leeds, Black Road Auto & Tow

Date: 8/30/11

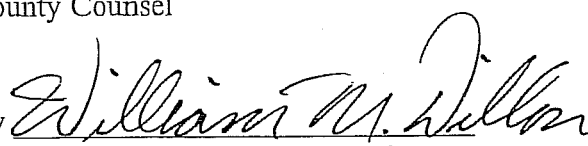
APPROVED AS TO ACCOUNTING  
FORM:

ROBERT W. GEIS, C.P.A.  
Auditor Controller

By   
Deputy Auditor-Controller

APPROVED AS TO FORM:

DENNIS MARSHALL  
County Counsel

By   
Deputy County Counsel

ATTACHMENT A  
SCOPE OF WORK



Santa Barbara County  
**Air Pollution Control District**

Our Vision  Clean Air

July 13, 2011

Black Road Auto & Tow  
Attn: Lorne Leeds  
1500 Black Road  
Santa Maria, CA 93458

RE: Scope of Work

Dear Mr. Leeds,

Thank you for your interest in participating in the implementation of our Old Car Buy Back program. To be considered as an operating partner with this program, a Scope of Work must be submitted that provides a detailed response to the following questions:

1. Where will you operate the Old Car Buy Back program?
2. How many years of experience does the CONTRACTOR have in being a licensed dismantler and operating a dismantling facility?
3. Who will be in charge of managing the day-to-day operation of the Old Car Buy Back program?
4. Has the CONTRACTOR been involved with the Old Car Buy Back program before, and if so, for how long?
5. How many staff will be involved in operating the CONTRACTOR's program and what are their years of experience?
6. What vehicle crushing equipment does the CONTRACTOR have on site to dismantle vehicles? If vehicles are not dismantled on-site then how will vehicles be dismantled?
7. How many vehicles can be processed through your dismantling business per day?
8. How big an area and where specifically will vehicles be stored during the ten (10) day waiting period prior to dismantling?
9. What process and procedures will be in place to verify that vehicles meet all of the program's eligibility requirements:
  - a. DMV registration
  - b. Smog Check
  - c. Vehicle Functional equipment inspection
  - d. District approved forms



10. How will the CONTRACTOR manage the financial requirements within this contract including, but not limited to, establishing a bank account to receive deposit funds, process payments to vehicle owners, and invoicing the DISTRICT?
11. How will the CONTRACTOR keep all of the required financial and vehicle records required in this contract and submit reports and bank statements to the DISTRICT?
12. How will the CONTRACTOR comply with Workers' Compensation Insurance and General and Automobile Liability Insurance requirements within Attachment E - Standard Indemnification and Insurance Provisions, including coverage that includes the DISTRICT?
13. The CONTRACTOR must verify that they're a currently licensed dismantling facility through both the California Department of Motor Vehicles (DMV) and the County of Santa Barbara by providing a copy of both the DMV license and County of Santa Barbara business license. The CONTRACTOR must ensure that these licenses are maintained throughout the term of the contract and will send copies of any license renewals to the DISTRICT.

At the conclusion of your responses, please include the statement, "I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge", along with your business name, printed name, signature, and date.

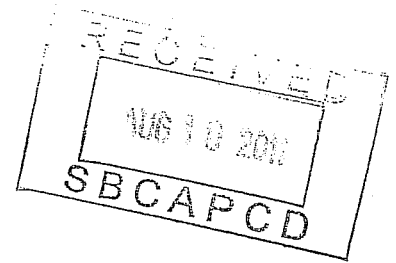
Please submit the information to my attention and contact me with any questions.

Sincerely,

*/s/ Jim Fredrickson*

Jim Fredrickson  
Santa Barbara County Air Pollution Control District  
260 N. San Antonio Road, Santa Barbara, CA 93110  
(805) 961-8892 / (805) 961-8801 [FAX]  
[FredricksonJ@sbcapcd.org](mailto:FredricksonJ@sbcapcd.org)

**BLACK ROAD AUTO & TOW**  
1500 Black Road  
Santa Maria, CA 93458



**SCOPE OF WORK**

1. The program will be operated at Black Road Auto & Tow, 1500 Black Road, Santa Maria, CA 93458.
2. Black Road Auto & Tow has been in operation as a licensed dismantler since July 1991.
3. Lorne Leeds, owner of Black Road Auto & Tow, will be in charge of managing the day-to-day operation of the program.
4. Black Road Auto & Tow has been involved with the program since its inception in the early 1990's.
5. 3 staff members will be involved in operating the program. Lorne Leeds has 20 years experience, Maria Jaramillo has 10 years experience and Carol Weible has 3 years experience.
6. Black Road Auto & Tow has a crusher and an auto bailer on-site to dismantle vehicles.
7. Black Road Auto & Tow can process up to 30 vehicles per day through its dismantling business.
8. Vehicles will be stored in a 5000 square foot designated fenced area in the northeast corner of my property during the ten day waiting period prior to dismantling.
9. Black Road Auto & Tow will verify that vehicles meet the program's eligibility requirements as follows:
  - a. Vehicle owners will provide proof of vehicle registration to an address within Santa Barbara County for 24 months prior to the sale date.
  - b. Vehicle owners will provide proof of Smog Checks performed on the vehicle.
  - c. Staff members will conduct a vehicle function and equipment eligibility inspection according to program requirements and using District approved forms.
  - d. All District approved forms will be submitted to the District as directed by District staff.
10. Black Road Auto & Tow will establish a designated non-interest bearing checking account to receive program deposit funds. Payment checks will be processed on-site and immediately written to the vehicle owners at the time of the final sale of each vehicle to the program. Invoices will be electronically forwarded to the District per the requirements of the program.
11. All required financial and vehicle records will be stored as hardcopies on-site and will be available for audit at any time. Required reports and bank statements will be submitted to the DISTRICT by email.
12. Black Road Auto & Tow will be in compliance with all program insurance requirements. Proof of Workers' Compensation and General and Automobile Liability Insurance will be provided to the District. The District will be named as an Additional Insured and will be covered under our policies.
13. Black Road Auto & Tow is in compliance with all program licensing requirements. Copies of DMV dismantler license and City of Santa Maria business licenses will be provided to the District. These licenses will be maintained throughout the term of the contract and copies of license renewals will be forwarded to the District.

I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge. Under penalty of perjury, I certify compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable District rules.

Signed on August 2, 2011

Lorne B Leeds  
Owner, Black Road Auto & Tow

ATTACHMENT B  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT will not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase, if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1993 Model Year or older diesel or gasoline-powered vehicle up to 10,000 pounds gross vehicle weight.
- (C) The vehicle must be currently registered with the DMV as an operating vehicle and must have been registered for at least twenty-four (24) consecutive months prior to the date of the sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County. Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog-Check and are not required to pass a Smog Check test to be eligible.
  - (1) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for up to two (2) months during the twenty-four (24) months registration period and occurring at least three (3) months immediately prior to the date of sale to the Old Car Buy Back program.
  - (2) A vehicle may also be eligible if the registration has lapsed for a period not to exceed six (6) months during the previous twenty-four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle is registered for at least three (3) months immediately prior to its sale date to the Old Car Buy Back program.
  - (3) If a vehicle owner has sold a vehicle to the Old Car Buy Back program within the previous twelve (12) months, any subsequent vehicles offered to the CONTRACTOR must have been continuously registered to that owner for the previous twenty-four (24) month period, in addition to meeting all other requirements of this section.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records. If the DMV

registration data provide inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used.

- (D) The vehicle shall be driven under its own power to the dismantler location to be eligible for retirement.
- (E) The vehicle shall not be a high-emitter or a gross polluter and must not be operating under a Smog Check repair cost waiver or economic hardship extension.
- (F) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.
- (G) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site: <http://www.autorepair.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx>
- (H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility.
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and at a minimum the driver's side door shall be operable in a two door vehicle. For a four door vehicle, the driver's side door and one rear door shall be operable. (Doors are considered operable if they can open and close without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle);
  - (2) The trunk lid shall remain closed without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle;
  - (3) The hood shall open and shall remain closed utilizing a functional latching mechanism without the use of bungee cords, straps, ropes, wire, chains, or other materials that were not part of the original design of the vehicle;

- (4) The dashboard shall contain warning lights and gauges (except clock and tachometer) as originally supplied by the manufacturer or functionally equivalent aftermarket replacements;
  - (5) Windshield wipers shall be present and operational;
  - (6) The windshield and rear window shall not contain any holes, or holes that are covered by tape or any other external component that impairs the driver's vision. In addition, the windshield and rear window shall not be held in place by external components that were not part of the original design of the vehicle;
  - (7) The driver's seat must be present and the seat back shall not be reinforced or supported by add-on components such as blocks, boards, or rope in order to be functional;
  - (8) Interior pedals (controlling the brake, clutch and accelerator) shall be present;
  - (9) The vehicle shall contain bumpers, fenders, exhaust system, and side and quarter panels as originally supplied by the manufacturer or aftermarket part equivalent; these components shall not be damaged to the extent that the operability of the vehicle is impaired;
  - (10) The vehicle shall not contain any holes in the floorboard or any holes penetrating through the body into the passenger compartment, not originally designed by the vehicle manufacturer;
  - (11) Head lights, tail lights, and brake lights shall be present and operational. (Burned out light bulbs shall not result in a failure of this requirement provided that the operability of the above lightning systems can be verified);
  - (12) Driver's side and opposing side window shall be present, and not supported by any add-on component that was not part of the original design of the vehicle. Other side windows or functional replacements shall be present;
  - (13) The requirements of Section 1.(E) and 1.(F) regarding Smog Check have been met;
  - (14) There should be no obvious indications that the vehicle is not operated on a routine basis for extended periods of time;
- (C) CONTRACTOR shall inspect the vehicle to ensure it meets the following requirements and shall reject the vehicle if the vehicle fails any two of these requirements:
- (1) Turn signal lights shall be present and operational. (Burned out light bulbs shall not result in a failure of the requirement provided that the operability of the above lightning system can be verified);
  - (2) Driver's side window and opposing side passenger window shall be operational. (Operability shall be determined by the inspector raising and lowering the window handle, crank, or power window switch located inside the vehicle. Inability of windows to be raised and lowered shall result in noncompliance with this requirement);
  - (3) Rear-view mirror and left-hand side-view mirror shall be present and operational;
  - (4) The vehicle shall contain interior door panels as originally supplied by the

- vehicle manufacturer or aftermarket equivalent. (Interior door panels shall be attached to the door without the use of any external device or material not designed for the vehicle);
- (5) The vehicle body shall not contain any holes that exceed two inches in length at the widest point;
- (D) CONTRACTOR shall complete the following functional inspection, and shall reject the vehicle if the vehicle fails to complete any one of the following requirements. Prior to implementing the functional inspection, the vehicle engine shall be turned off;
- (1) Insert key, vehicle engine shall start using keyed ignition system. (In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine);
  - (2) Vehicle shall idle without the use of accelerator pedal for a minimum of ten seconds;
  - (3) Transmission shall be shifted into forward gear with brake pedal applied. Vehicle engine shall remain operating without use of accelerator pedal for a minimum of ten seconds. (Vehicles equipped with manual transmissions shall be exempt from this requirement);
  - (4) The vehicle shall be driven forward and in reverse for a minimum of 25 feet under its own power;
  - (5) Under its own power, the vehicle shall be driven forward for a minimum of 100 feet starting at 0 miles per hour, and the vehicle shall completely stop at the end of this test using the vehicle's braking system. In dry weather conditions, the vehicle shall travel the first 60 feet of this test within five (5) seconds. (In wet weather conditions, the vehicle shall travel the first 60 feet of this test within eight (8) seconds). After 100 feet have been traveled, the vehicle shall turn around and return to its point of origin;
- (E) CONTRACTOR shall reject the vehicle if any of the following occurs during implementation of the functional tests specified in Section 2.(B), Section 2.(C), and Section 2.(D):
- (1) Engine shuts down subsequent to keyed ignition start;
  - (2) Emissions of whining, grinding, clanking, squealing, or knocking noises, or noises from engine backfire;
  - (3) The brake pedal drops to the floor when the inspector attempts to stop the vehicle;
- (F) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT approved certificate of functional and equipment eligibility. The certificate of eligibility issued to the vehicle owner will be valid for thirty (30) days. After thirty (30) days, the certificate of eligibility will expire and the vehicle owner will have to re-qualify to participate in the Old Car Buy Back program.
- (G) Vehicles failing the requirements pursuant to Section 2.(A), Section 2.(D), and Section 2.(E), may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided

the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test. Vehicles failing the requirements of Section 2.(B) and Section 2.(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle.

### **3. Vehicle Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes and the regulations of the DMV, for the purpose of vehicle disposal after purchase. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing using DISTRICT approved forms, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional and equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) A vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) No parts may be removed, for sale or reuse, from any vehicle retired for the purpose of generating emission reduction credits. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:

- a) The CONTRACTOR may separate ferrous and non-ferrous metals prior to vehicle retirement to sell as a source of scrap metal only;
  - b) The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries.
- (3) All vehicles must be confined in a holding area separate from other vehicles procured by the CONTRACTOR until they are permanently destroyed.
- (4) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.
- (F) The CONTRACTOR shall provide to the DISTRICT a list of all vehicles accepted for participation into the Old Car Buy Back program that are within sixty-one (61) days to ninety (90) days of their next required Smog Check inspection. (Refer to Attachment D, Section 1.(B)(8)).

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling. The CONTRACTOR must provide daily descriptions of the vehicles as required in Attachment D – Contract Reports.
- (B) After the vehicle is offered for sale into the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle.

#### **5. Parts Recycling**

The Old Car Buy Back program does not allow any vehicle parts to be recycled. The entire vehicle must be permanently scrapped and permanently removed from service.

#### **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:



- (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address and phone number of registered owner if different from Section 6.(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section 1.(C);
  - (14) If applicable, reproduction of documentation issued pursuant to Section 1.(F);
  - (15) Any other pertinent data requested by DISTRICT (e.g. Old Car Buy Back program survey)
- (B) Upon request of DISTRICT, the data contained in records required in Section 6.(A)(1) through Section 6.(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic database format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6.(A)(1) through Section 6.(A)(15) for a minimum period of three (3) years, and shall make those records available to DISTRICT upon request.
- (D) DISTRICT may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
- (1) CONTRACTOR and its subcontractors shall allow DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.
- (E) CONTRACTOR will handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- (F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR will ensure payment is made to vehicle owner and all of the requirements are met including Section 3.(D).

ATTACHMENT C  
COST SCHEDULE AND REIMBURSEMENT SCHEDULE

**1. Cost Schedule**

- (A) Payment to vehicle owner per vehicle purchased pursuant to this Contract: \$ 1,000
- (B) Payment to CONTRACTOR for services provided per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$ 200
  - (2) Payment modification: Payment amount to CONTRACTOR may be modified at the sole discretion of the DISTRICT, but never to exceed \$ 300. The modified amount is effective upon written notification by the DISTRICT.

**2. Reimbursement Schedule**

- (A) While a DISTRICT Spending Authorization (Paragraph 29) is in effect, CONTRACTOR shall invoice the DISTRICT as follows:
  - (1) No less frequently than every two months, in order to replenish the deposit, and no more frequently than is required to ensure CONTRACTOR maintains sufficient funds on deposit to pay owners of vehicles purchased, without interruption of service. (Refer to Paragraph 28).
  - (2) CONTRACTOR shall not invoice DISTRICT unless a DISTRICT Spending Authorization is in effect.
- (B) Invoice shall include all of the information necessary for the DISTRICT to verify the eligibility of the retired vehicles for which a reimbursement is sought.
- (C) Each invoice shall be accompanied with a report with information on each vehicle purchased. The invoice report requirements are in Attachment D, Contract Reports.
- (D) Invoice eligible costs include:
  - (1) Vehicle purchase fees as specified under Section 1.(A).
  - (2) CONTRACTOR fees as specified under Section 1.(B).
- (E) Invoice must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

**3.** CONTRACTOR shall provide a cost breakdown for all of the eligible costs when requesting payment from the DISTRICT.

**4.** Within thirty (30) days of receiving a complete invoice, DISTRICT will issue a warrant to the CONTRACTOR to both replenish the deposit and to pay the CONTRACTOR for the costs claimed per Section 2.(D).2.

ATTACHMENT D  
CONTRACT REPORTS

CONTRACTOR shall submit the following reports to DISTRICT in a DISTRICT approved electronic format:

**1. Daily Report**

The Daily Report shall be submitted by the end of each day that the CONTRACTOR operates and handles transactions related to the Old Car Buy Back program. The Daily Report shall include the following information:

- (A) Name and address of CONTRACTOR;
- (B) Details for each vehicle that qualified for the Old Car Buy Back program:
  - (1) Date vehicle owner contacted the Old Car Buy Back program;
  - (2) Date vehicle is scheduled to be permanently scrapped;
  - (3) Vehicle make;
  - (4) Vehicle model;
  - (5) Vehicle model year;
  - (6) Vehicle license number;
  - (7) Vehicle fuel type: gasoline or diesel;
  - (8) Does the vehicle require a Smog Check inspection within the next sixty-one (61) days to ninety (90) days?;
  - (9) Smog Check inspection date and result from latest smog check;
  - (10) Advertising source: Where did they hear about the Old Car Buy Back program?
- (C) Details for each vehicle that was disqualified from participation in the Old Car Buy Back program:
  - (1) Vehicle make;
  - (2) Vehicle model;
  - (3) Vehicle model year;
  - (4) Vehicle license number;
  - (5) Reason for disqualification
- (D) Discuss any problems related to implementing the Old Car Buy Back program.

**2. Invoice Report**

The Invoice Report shall be included with each invoice submittal to document vehicles purchased and contain the following information:

- (A) Date of vehicle purchase;
- (B) Vehicle make;
- (C) Vehicle model;
- (D) Vehicle model year;
- (E) Vehicle Identification Number (VIN);
- (F) Vehicle license number;
- (G) Odometer reading;
- (H) Vehicle fuel type: Gasoline or diesel;
- (I) Contact information for legal vehicle seller:
  - (1) Name;
  - (2) Address;

- (3) City;
- (4) ZIP Code;
- (5) Phone Number;
- (J) Date owner first contacted the CONTRACTOR;
- (K) Date of permanent vehicle dismantling;
- (L) Contact information for inspector assessing the vehicle's eligibility:
  - (1) Name;
  - (2) Business address;
  - (3) Phone number;
- (M) Check number from payment to owner;
- (N) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
- (O) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
- (P) Reproduction of written documentation from the DMV verifying that a vehicle meets the registration and Smog Check requirements of Section 1.(C) and Section 1.(F) of Attachment B;
- (Q) Reproduction of the Certificate of Vehicle Qualification, Equipment, and Function Eligibility documentation;
- (R) Reproduction of Notice of Release of Liability, Bill of Sale, and General Release and Waiver documentation;
- (S) Reproduction of Certificate of Permanent Vehicle Dismantling documentation

### **3. Bank Statement**

- (A) The CONTRACTOR will submit a reproduction of any bank statements used for the payment of vehicles that participate in the Old Car Buy Back program. The bank statements must include check numbers that corroborate with the payments made to vehicle owners. The bank statements must be submitted to the DISTRICT monthly.

ATTACHMENT E  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless DISTRICT and the County of Santa Barbara (COUNTY), their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Contract.

INSURANCE

Without limiting the CONTRACTOR's indemnification of DISTRICT and the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of DISTRICT. Such insurance coverage shall be maintained during the term of this Contract. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to DISTRICT within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Contract. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by DISTRICT. In the event CONTRACTOR is self-insured, it shall furnish to DISTRICT a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract and CONTRACTOR submits a written statement to DISTRICT stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and save harmless provisions [above] of the Indemnification Section of this Contract between DISTRICT and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. DISTRICT and the COUNTY, their officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will

apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by DISTRICT.

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Contract. Said policy or policies shall provide that DISTRICT shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated DISTRICT representative certificate(s) of insurance documenting the required insurance as specified above prior to this Contract becoming effective. DISTRICT shall maintain current certificate(s) of insurance at all times in the office of the designated DISTRICT representative as a condition precedent to any payment under this Contract. Approval of insurance by DISTRICT or acceptance of the certificate of insurance by DISTRICT shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services or operations pursuant to the contract, nor shall it be deemed a waiver of DISTRICT rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with DISTRICT's insurance requirements, DISTRICT may, at its sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by DISTRICT and the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against DISTRICT and the COUNTY or inflation. This option may be exercised during any amendment of this Contract that results in an increase in the nature of DISTRICT's or the COUNTY's risk and such change of provisions will be in effect for the term of the amended Contract. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

ATTACHMENT F  
COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Sec. 2-95. Prohibition of unlawful discrimination in employment practices. The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and Contract (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers, agencies or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction Contracts, leases, whether now in effect or hereinafter made if the county finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or Contract if any the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expense of such hearing, including reasonable attorneys' fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or Contract is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or Contract.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or Contract) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agent of the county. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral or written of such record, may be made to third parties except as provided within the Contract.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or Contract with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or Contract with the County of Santa Barbara. (Ord. No. 2946, SS 1; Ord. No. 2993, SS 1; Ord. No. 3018, SS 1)

Sec. 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within thirty-six (36) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase order.

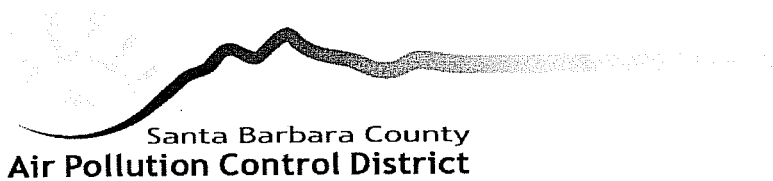
"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)


Sec. 2-97. Affirmative action officer. At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or Contract with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expense related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara (Ord. No. 2946, § 1)



ATTACHMENT G  
EXAMPLE SPENDING AUTHORIZATION LETTER



Our Vision  Clean Air

DATE

Black Road Auto & Tow  
Attn: Lorne Leeds  
1500 Black Road  
Santa Maria, CA 93458

**Subject:      Old Car Buy Back Program Spending Authorization**  
**Date XX/XX/2011 to Date XX/XX/2012 (Contract AP111206)**

Dear Mr Leeds:

The purpose of this letter is to provide you with spending authorization to implement the Old Car Buy Back Program at your business in accordance with contract AP111206, dated October 20, 2011, between the Air Pollution Control District (District) and Black Road Auto & Tow.

In accordance with Paragraph 29 of the above noted contract, as Air Pollution Control Officer I authorize you to spend Old Car Buy Back funds as specified below:

SPENDING AUTHORIZATION	TIME PERIOD
\$XX,XXX	XX/XX/2011 to XX/XX/2012

An increase in the expenditure amount or extension of the time period is not allowed without a new authorization letter from the District.

Refer to Table 1 for a summary of the Old Car Buy Back Program contract actions to date.

Louis D. Van Mullem, Jr.    Air Pollution Control Officer  
260 North San Antonio Road, Suite A • Santa Barbara, CA • 93110 • [www.sbcapcd.org](http://www.sbcapcd.org) • 805.961.8800 • 805.961.8801 (fax)

**TABLE 1**  
**OLD CAR BUY BACK PROGRAM CONTRACT AP111206 WITH BLACK ROAD AUTO & TOW**

DATE	CONTRACT BALANCE	SPENDING AUTHORIZATION	ACTUAL EXPENDITURES	DESCRIPTION OF ACTION ITEMS
10/20/2011	\$750,000			Board approval of Contract AP111206 for \$750,000
XX/XX/2011		\$XX,XXX		Spending Authorization XX/XX/2011 to XX/XX/2012
XX/XX/2011	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2011
XX/XX/2012	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2012
XX/XX/2012	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2012
XX/XX/2012	\$X,XXX,XXX		\$XX,XXX	Invoice: XX/XX/2012
XX/XX/2011		\$XX,XXX		Spending Authorization XX/XX/2012 to XX/XX/2012
<b>Totals</b>		<b>\$X,XXX,XXX</b>	<b>\$X,XXX,XXX</b>	

If you have any questions regarding this Spending Authorization, please contact Jim Fredrickson at (805) 961-8892.

Sincerely,

Louis D. Van Mullem, Jr.  
Air Pollution Control Officer

cc: Linda Alexander, SBCAPCD - Fiscal Group  
Jim Fredrickson, SBCAPCD – Innovative Technology Group

AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT AP111206

This Amended Professional Services Contract is entered into by and between the SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT ("District") and BLACK ROAD AUTO & TOW ("Contractor") and collectively referred to as "the Parties."

Whereas, on October 20, 2011, the Parties entered into a Professional Services Contract to facilitate the implementation of the District's Old Car Buy Back program.

Whereas, the contract term shall end October 20, 2016, as specified in Condition 2. Time of Performance.

Whereas, the District has authorized spending of funds not to exceed \$750,000 to the Contractor as part of Condition 3. Contract Funding.

Whereas, the Parties wish to make a technical amendment to Condition 3. Contract Funding.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereby agree to amend the Professional Services Contract AP111206 as follows:

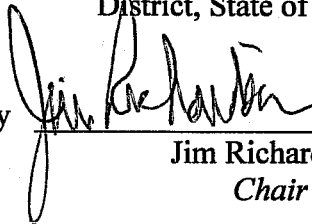
1. Condition 3. Contract Funding to be amended as follows:  
District hereby agrees to authorize spending of funds to the Contractor in the amount not to exceed ~~\$750,000~~ \$1,250,000 for the Contractor to purchase and permanently retire old motor vehicles.
2. In all other respects, this Professional Services Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

Santa Barbara County Air Pollution Control  
District, State of California

ATTEST:

LOUIS D. VAN MULLEM, JR.  
Clerk of the Board


By   
Jim Richardson  
Chair

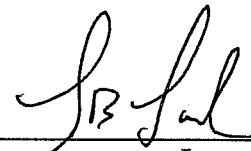
By   
Deputy

Black Road Auto & Tow  
Santa Maria

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC  
Risk Manager

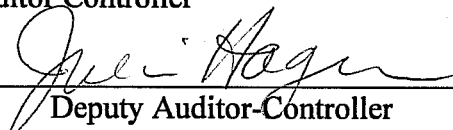
By   
Risk Manager

By   
Lorne Leeds  
Owner

Date: 9/20/13

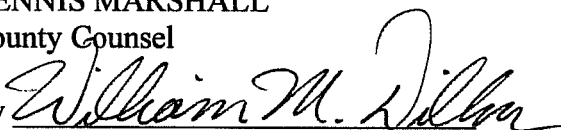
APPROVED AS TO ACCOUNTING  
FORM:

ROBERT W. GEIS, CPA  
Auditor Controller

By   
Deputy Auditor-Controller

APPROVED AS TO FORM

DENNIS MARSHALL  
County Counsel

By   
Deputy County Counsel

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT AP111206**

between  
**The Santa Barbara County Air Pollution Control District**  
and  
**Black Road Auto & Tow [AP111206]**

This Amended Professional Services Contract is entered into this 20 day of October 2016 by and between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Black Road Auto & Tow, hereinafter referred to as "CONTRACTOR", and collectively referred to as "the PARTIES".

**RECITALS**

WHEREAS, on October 20, 2011, the PARTIES entered into a Professional Services Contract to facilitate the implementation of the DISTRICT's Old Car Buy Back Program, and Professional Services Contract AP111206 was amended October 17, 2013.

WHEREAS, the Professional Services Contract AP111206 term shall end on October 20, 2016, as specified in Condition 2 (Time of Performance).

WHEREAS, the DISTRICT has authorized spending of funds not to exceed \$1,250,000 to the CONTRACTOR as part of Condition 3 (Contract Funding).

WHEREAS, the PARTIES wish to amend the Professional Services Contract AP111206 to increase the time available for authorization under Condition 2 (Time of Performance) which will allow CONTRACTOR to do additional work.

WHEREAS, the PARTIES wish to amend the Professional Services Contract AP111206 to increase the funds available for authorization under Condition 3 (Contract Funding) which will allow CONTRACTOR to do additional work.

WHEREAS, the PARTIES wish to amend the Professional Services Contract AP111206 to modify the requirements of operating the program under ATTACHMENT B (Program Requirements) which will allow CONTRACTOR to increase the vehicle model year to 1994 or older and perform the work in compliance with the most recent California Air Resources Board regulations.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the PARTIES hereby agree to amend the Professional Services Contract AP111206 as follows:

1. Condition 2 (Time of Performance) to be amended as follows:

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The Contract term shall be ~~five~~ ten years unless terminated sooner in accordance with Paragraph 12 (Termination).

2. Condition 3 (Contract Funding) to be amended as follows:

DISTRICT hereby agrees to authorize spending of funds to CONTRACTOR in the amount not to exceed ~~\$1,250,000~~ \$2,500,000 for the CONTRACTOR to purchase and permanently retire old motor vehicles.

3. ATTACHMENT B (Program Requirements) to be amended as follows and attached below:

The vehicle must be a **1994** Model Year or older diesel or gasoline-powered vehicle up to 10,000 pounds gross vehicular weight rating. The Model Year may be changed at the DISTRICT's discretion to a **1995** Model Year or older vehicle; should the DISTRICT choose to change the model year, the DISTRICT will notify the CONTRACTOR in writing and will provide updated program forms.

4. In all other respects, this Professional Services Contract AP111206 shall remain unchanged and in full force and effect.

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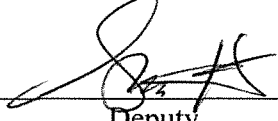
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IN WITNESS THEREOF, the undersigned parties have executed this Amendment to Professional Services Contract AP111206 between the Santa Barbara County Air Pollution Control District and Black Road Auto & Tow, executed at Santa Barbara, California on the day and year first written above.

ATTEST:

AERON ARLIN GENET  
CLERK OF THE BOARD

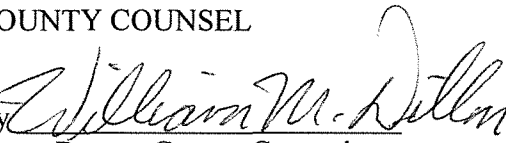
By   
Deputy

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT,  
STATE OF CALIFORNIA

By   
Chair

Date: Oct. 20, 2016

APPROVED AS TO FORM  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

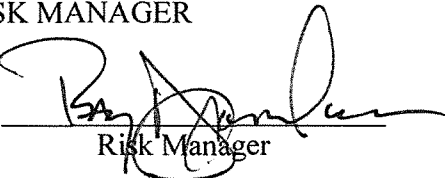
By   
Deputy County Counsel

CONTRACTOR:

BLACK ROAD AUTO & TOW

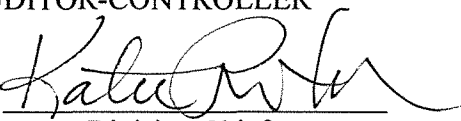
By   
Lorne Leeds  
Owner

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By   
Risk Manager

Date: 10-13-16

APPROVED AS TO ACCOUNTING  
FORM:  
THEODORE A. FALLATI, CPA, CPFO  
AUDITOR-CONTROLLER

By   
Division Chief  
Advanced & Specialty Accounting

ATTACHMENT B  
PROGRAM REQUIREMENTS

~~CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, et. seq., (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT will not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase, if such vehicle fails to meet the following requirements:~~

**1. Vehicle Eligibility Requirements**

~~— All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:~~

- ~~(A) Participation shall be entirely voluntary for vehicle owners.~~
- ~~(B) The vehicle must be a 1993 Model Year or older diesel or gasoline powered vehicle up to 10,000 pounds gross vehicle weight.~~
- ~~(C) The vehicle must be currently registered with the DMV as an operating vehicle and must have been registered for at least twenty four (24) consecutive months prior to the date of the sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County. Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel powered vehicles 1998 model year and older and gasoline powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible.~~
  - ~~(1) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, et seq., for up to two (2) months during the twenty four (24) months registration period and occurring at least three (3) months immediately prior to the date of sale to the Old Car Buy Back program.~~
  - ~~(2) A vehicle may also be eligible if the registration has lapsed for a period not to exceed six (6) months during the previous twenty four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle is registered for at least three (3) months immediately prior to its sale date to the Old Car Buy Back program.~~
  - ~~(3) If a vehicle owner has sold a vehicle to the Old Car Buy Back program within the previous twelve (12) months, any subsequent vehicles offered to the CONTRACTOR must have been continuously registered to that owner for the previous twenty four (24) month period, in addition to meeting all other requirements of this section.~~
  - ~~(4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records. If the DMV registration data provide inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used.~~
- ~~(D) The vehicle shall be driven under its own power to the dismantler location to be eligible for retirement.~~



- ~~(E) The vehicle shall not be a high emitter or a gross polluter and must not be operating under a Smog Check repair cost waiver or economic hardship extension.~~
- ~~(F) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.~~
- ~~(G) If a vehicle volunteered for retirement is within sixty one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site:  
<http://www.autorepair.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx>~~
- ~~(H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.~~

## **2. Vehicle Functional and Equipment Eligibility Inspection**

~~CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:~~

- ~~(A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility.~~
- ~~(B) CONTRACTOR must inspect the vehicle to ensure it meets the following requirements and must reject the vehicle if the vehicle fails any one of these requirements:~~
  - ~~(1) All doors must be present and at a minimum the driver's side door shall be operable in a two door vehicle. For a four door vehicle, the driver's side door and one rear door shall be operable. (Doors are considered operable if they can open and close without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle);~~
  - ~~(2) The trunk lid shall remain closed without the use of ropes, wire, tape or other materials that were not part of the original design of the vehicle;~~
  - ~~(3) The hood shall open and shall remain closed utilizing a functional latching mechanism without the use of bungee cords, straps, ropes, wire, chains, or other materials that were not part of the original design of the vehicle;~~
  - ~~(4) The dashboard shall contain warning lights and gauges (except clock and tachometer) as originally supplied by the manufacturer or functionally equivalent aftermarket replacements;~~
  - ~~(5) Windshield wipers shall be present and operational;~~

- (6) ~~The windshield and rear window shall not contain any holes, or holes that are covered by tape or any other external component that impairs the driver's vision. In addition, the windshield and rear window shall not be held in place by external components that were not part of the original design of the vehicle;~~
  - (7) ~~The driver's seat must be present and the seat back shall not be reinforced or supported by add-on components such as blocks, boards, or rope in order to be functional;~~
  - (8) ~~Interior pedals (controlling the brake, clutch and accelerator) shall be present;~~
  - (9) ~~The vehicle shall contain bumpers, fenders, exhaust system, and side and quarter panels as originally supplied by the manufacturer or aftermarket part equivalent; these components shall not be damaged to the extent that the operability of the vehicle is impaired;~~
  - (10) ~~The vehicle shall not contain any holes in the floorboard or any holes penetrating through the body into the passenger compartment, not originally designed by the vehicle manufacturer;~~
  - (11) ~~Head lights, tail lights, and brake lights shall be present and operational. (Burned out light bulbs shall not result in a failure of this requirement provided that the operability of the above lightning systems can be verified);~~
  - (12) ~~Driver's side and opposing side window shall be present, and not supported by any add-on component that was not part of the original design of the vehicle. Other side windows or functional replacements shall be present;~~
  - (13) ~~The requirements of Section 1.(E) and 1.(F) regarding Smog Check have been met;~~
  - (14) ~~There should be no obvious indications that the vehicle is not operated on a routine basis for extended periods of time;~~
- (C) ~~CONTRACTOR shall inspect the vehicle to ensure it meets the following requirements and shall reject the vehicle if the vehicle fails any two of these requirements:~~
- (1) ~~Turn signal lights shall be present and operational. (Burned out light bulbs shall not result in a failure of the requirement provided that the operability of the above lightning system can be verified);~~
  - (2) ~~Driver's side window and opposing side passenger window shall be operational. (Operability shall be determined by the inspector raising and lowering the window handle, crank, or power window switch located inside the vehicle. Inability of windows to be raised and lowered shall result in noncompliance with this requirement);~~
  - (3) ~~Rear view mirror and left hand side view mirror shall be present and operational;~~
  - (4) ~~The vehicle shall contain interior door panels as originally supplied by the vehicle manufacturer or aftermarket equivalent. (Interior door panels shall be attached to the door without the use of any external device or material not designed for the vehicle);~~
  - (5) ~~The vehicle body shall not contain any holes that exceed two inches in length at the widest point;~~
- (D) ~~CONTRACTOR shall complete the following functional inspection, and shall reject the vehicle if the vehicle fails to complete any one of the following requirements. Prior to implementing the functional inspection, the vehicle engine shall be turned off;~~
- (1) ~~Insert key, vehicle engine shall start using keyed ignition system. (In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine);~~

- (2) ~~Vehicle shall idle without the use of accelerator pedal for a minimum of ten seconds;~~
- (3) ~~Transmission shall be shifted into forward gear with brake pedal applied. Vehicle engine shall remain operating without use of accelerator pedal for a minimum of ten seconds. (Vehicles equipped with manual transmissions shall be exempt from this requirement);~~
- (4) ~~The vehicle shall be driven forward and in reverse for a minimum of 25 feet under its own power;~~
- (5) ~~Under its own power, the vehicle shall be driven forward for a minimum of 100 feet starting at 0 miles per hour, and the vehicle shall completely stop at the end of this test using the vehicle's braking system. In dry weather conditions, the vehicle shall travel the first 60 feet of this test within five (5) seconds. (In wet weather conditions, the vehicle shall travel the first 60 feet of this test within eight (8) seconds). After 100 feet have been traveled, the vehicle shall turn around and return to its point of origin;~~
- (E) ~~CONTRACTOR shall reject the vehicle if any of the following occurs during implementation of the functional tests specified in Section 2.(B), Section 2.(C), and Section 2.(D):~~
  - (1) ~~Engine shuts down subsequent to keyed ignition start;~~
  - (2) ~~Emissions of whining, grinding, clanking, squealing, or knocking noises, or noises from engine backfire;~~
  - (3) ~~The brake pedal drops to the floor when the inspector attempts to stop the vehicle;~~
- (F) ~~Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT approved certificate of functional and equipment eligibility. The certificate of eligibility issued to the vehicle owner will be valid for thirty (30) days. After thirty (30) days, the certificate of eligibility will expire and the vehicle owner will have to re-qualify to participate in the Old Car Buy Back program.~~
- (G) ~~Vehicles failing the requirements pursuant to Section 2.(A), Section 2.(D), and Section 2.(E), may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test. Vehicles failing the requirements of Section 2.(B) and Section 2.(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle.~~

### 3. ~~Vehicle Buy Back Program Contractor Requirements~~

- (A) ~~CONTRACTOR must be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes and the regulations of the DMV, for the purpose of vehicle disposal after purchase. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.~~
- (B) ~~At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing using DISTRICT approved forms, information demonstrating the ability to comply~~

~~with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.~~

- ~~(C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional and equipment eligibility requirements.~~
- ~~(D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.~~
- ~~(E) A vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.~~
  - ~~(1) The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.~~
  - ~~(2) No parts may be removed, for sale or reuse, from any vehicle retired for the purpose of generating emission reduction credits. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:~~
    - ~~a) The CONTRACTOR may separate ferrous and non-ferrous metals prior to vehicle retirement to sell as a source of scrap metal only;~~
    - ~~b) The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries.~~
  - ~~(3) All vehicles must be confined in a holding area separate from other vehicles procured by the CONTRACTOR until they are permanently destroyed.~~
  - ~~(4) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.~~
- ~~(F) The CONTRACTOR shall provide to the DISTRICT a list of all vehicles accepted for participation into the Old Car Buy Back program that are within sixty-one (61) days to ninety (90) days of their next required Smog Check inspection. (Refer to Attachment D, Section 1.(B)(8)).~~

#### **4. ~~Offering Vehicles to the Public~~**

- ~~(A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling. The CONTRACTOR must provide daily descriptions of the vehicles as required in Attachment D Contract Reports.~~
- ~~(B) After the vehicle is offered for sale into the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG 42) to the DMV.~~
- ~~(C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle.~~

#### **5. ~~Parts Recycling~~**

~~The Old Car Buy Back program does not allow any vehicle parts to be recycled. The entire vehicle must be permanently scrapped and permanently removed from service.~~

#### **6. ~~Records, Auditing and Enforcement~~**

~~The following requirements for records, auditing, and enforcement shall be met:~~

- ~~(A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:~~
  - ~~(1) Vehicle Identification Number (VIN);~~
  - ~~(2) Vehicle license plate number;~~
  - ~~(3) Vehicle model year;~~
  - ~~(4) Vehicle odometer reading;~~
  - ~~(5) Vehicle make and model;~~
  - ~~(6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;~~
  - ~~(7) Name, address and phone number of registered owner if different from Section 6.(A)(6);~~
  - ~~(8) Date of purchase of vehicle by CONTRACTOR;~~
  - ~~(9) Date of vehicle retirement;~~
  - ~~(10) Reproduction of California Certificate of Title and registration, as signed off by seller at time of final sale to the Old Car Buy Back program;~~
  - ~~(11) Reproduction of the applicable certificate of functional and equipment eligibility;~~
  - ~~(12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG 42 form);~~
  - ~~(13) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section 1.(C);~~
  - ~~(14) If applicable, reproduction of documentation issued pursuant to Section 1.(F);~~
  - ~~(15) Any other pertinent data requested by DISTRICT (e.g. Old Car Buy Back program survey)~~
- ~~(B) Upon request of DISTRICT, the data contained in records required in Section 6.(A)(1) through Section 6.(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic database format, in lieu of paper copies.~~

- ~~(C) CONTRACTOR shall maintain copies of the information listed in Section 6.(A)(1) through Section 6.(A)(15) for a minimum period of three (3) years, and shall make those records available to DISTRICT upon request.~~
- ~~(D) DISTRICT may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.~~
- ~~(1) CONTRACTOR and its subcontractors shall allow DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.~~
- ~~(E) CONTRACTOR will handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.~~
- ~~(F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR will ensure payment is made to vehicle owner and all of the requirements are met including Section 3.(D).~~

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## ATTACHMENT B PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, et. seq., (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT will not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase, if such vehicle fails to meet the following requirements:

### **1. Vehicle Eligibility Requirements (Section 2603)**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners;
- (B) The vehicle must be currently registered with the Department of Motor Vehicles (DMV) as an operable vehicle and must have been registered for at least twenty-four (24) months prior to the date of the sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County;
  - (1) Smog Checks must have been performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible;
  - (2) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, et seq., for a total of two (2) or fewer months during the continuous twenty-four (24) months registration period and occurring at least three (3) months prior to the date of sale to the Old Car Buy Back program;
  - (3) A vehicle may also be eligible if the registration has lapsed for less than 181 days during the previous twenty-four (24) months, pursuant to Health and Safety Code 44094, and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle is registered for at least ninety (90) days immediately prior to its sale date to the Old Car Buy Back program; and
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle obtained from DMV records. If the DMV registration data provide inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used;
- (C) The vehicle shall not be operating under a Smog Check repair cost waiver or economic hardship extension;
- (D) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be

- required to submit documentation issued by a Bureau of Automotive Repair licensed Smog Check technician demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection; and
- (E) Vehicles that have a tampered emissions control system (missing, modified, or disconnected components) shall not be eligible for acceptance in the Old Car Buy Back Program.
  - (F) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site:  
<http://www.autorepair.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx>
  - (G) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only purchase and scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility into the Old Car Buy Back program;
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following equipment eligibility requirements and must reject the vehicle if the vehicle fails **any one of** these requirements:
  - (1) All doors must be present and in place;
  - (2) The hood shall be present and in place;
  - (3) The dashboard shall be in place;
  - (4) Windshield shall be present and in place;
  - (5) Interior pedals shall be operational;
  - (6) One bumper and all side and/or quarter panels shall be present and in place;
  - (7) Vehicle drive-ability must not be affected by any steering, suspension or body damage;
  - (8) Exhaust system shall be present and in place;
  - (9) One headlight, one taillight, and one brake light shall be present and in place;
  - (10) One side window glass shall be present and in place;
- (C) CONTRACTOR shall complete the following functional eligibility inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
  - (1) Insert key, vehicle engine shall start using keyed ignition system;
  - (2) The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries;



- (3) The vehicle shall be driven both forward and in reverse for a minimum of 25 feet under its own power;
- (D) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT approved certificate of functional and equipment eligibility form.
- (E) Vehicles failing the requirements pursuant to Section 2, may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test.

### **3. Vehicle Old Car Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed according to the requirements of the California Vehicle Code, other business codes and the regulations of the DMV, for the purpose of vehicle disposal after purchase. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing using DISTRICT approved forms, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional and equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) The CONTRACTOR shall provide to the DISTRICT a list of all vehicles accepted for participation into the Old Car Buy Back program that are within sixty-one (61) days to ninety (90) days of their next required Smog Check inspection. (Refer to ATTACHMENT D, Section 1 (B)(8)).
- (F) Violation of any provision of these regulations by CONTRACTOR, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in California Health and Safety Code.

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling. The CONTRACTOR must provide daily descriptions of the vehicles as required in ATTACHMENT D – Contract Reports.
- (B) After the vehicle is offered for sale into the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) During the ten (10) day waiting period, if an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle. The CONTRACTOR is not obligated to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle, or sell the vehicle if a mutually acceptable price cannot be negotiated.

#### **5. Parts Recycling**

- (A) A vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been punched, crushed, shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) No parts may be removed, for sale or reuse, from any dismantled retired vehicle. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - a) The CONTRACTOR may separate ferrous and non-ferrous metals from a dismantled retired vehicle prior as a source of scrap metal only;
    - b) The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries.
  - (3) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.

## **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address, phone number, and email address of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address, phone number, and email address of registered owner if different from Section 6.(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section 1.(C);
  - (14) If applicable, reproduction of documentation issued pursuant to Section 1.(F);
  - (15) Any other pertinent data requested by DISTRICT (e.g. Old Car Buy Back program survey)
- (B) Upon request of DISTRICT, the data contained in records required in Section 6.(A)(1) through Section 6.(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6.(A)(1) through Section 6.(A)(15) for a minimum period of three (3) years, and shall make those records available to DISTRICT upon request.
- (D) DISTRICT may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT shall report the results of any such audits and inspections to the Executive Officer. DISTRICT shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
  - (1) CONTRACTOR and its subcontractors shall allow DISTRICT to conduct announced and unannounced audits and inspections and shall cooperate fully.

**AMENDMENT #3 TO PROFESSIONAL SERVICES CONTRACT AP111206**  
**between**  
**The Santa Barbara County Air Pollution Control District**  
**and**  
**Black Road Auto & Tow**

This Professional Services Contract Amendment #2 is made this 20th day of August 2020, in order to modify Professional Services Contract AP111206, dated October 20, 2011 and amended on October 17, 2013 and October 20, 2016, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Black Road Auto & Tow, hereinafter referred to as "CONTRACTOR," and collectively referred to as "the PARTIES."

**RECITALS**

WHEREAS, on October 20, 2011, the PARTIES entered into a Professional Services Contract to facilitate the implementation of the DISTRICT's Old Car Buy Back Program.

WHEREAS, the Professional Services Contract AP111206 term shall end on October 20, 2021, as specified in Condition 2 (Time of Performance).

WHEREAS, the PARTIES wish to amend the time available for authorization under Condition 2 (Time of Performance) of Professional Services Contract AP111206 so that a new contract can be signed.

WHEREAS, Condition 19 states that the Professional Services Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the Board, by the Air Pollution Control Officer and CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the PARTIES hereby agree to amend the Professional Services Contract AP111206 as follows:

1. Condition 2 (Time of Performance) to be amended as follows:

This Professional Services Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The Professional Services Contract term shall end on August 20, 2020 unless terminated sooner in accordance with Paragraph 12 (Termination).

2. Except as modified herein, Professional Services Contract Agreement AP111206 shall remain in full force and effect.

This Professional Services Contract Amendment #3 between Santa Barbara County Air Pollution Control District and Black Road Auto & Tow was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

Rachel Van Mullem  
By Rachel Van Mullem (Aug 14, 2020 09:18 PDT)  
District Counsel

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

CONTRACTOR:  
BLACK ROAD AUTO & TOW

By [Signature]  
Lorne Leeds, Owner

Date 8-7-2020

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
Risk Manager

By [Signature]  
Risk Manager

**APPROVED AS TO FORM:**

BETSY M. SHAFFER, CPA  
Auditor-Controller

By [Signature]  
Deputy

# ATTACHMENT D

## Steelhead Recyclers Professional Services Contract

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

## **OLD CAR BUY BACK PROGRAM**

### **PROFESSIONAL SERVICES CONTRACT**

**between**

**The Santa Barbara County Air Pollution Control District  
and**

**Steelhead Recyclers [AP202101]**

This Professional Services Contract, hereinafter referred to as "Contract", is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Steelhead Recyclers, hereinafter referred to as "CONTRACTOR."

#### **RECITALS**

**WHEREAS**, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing air quality attainment plans and measures to achieve and maintain state and federal ambient air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

**WHEREAS**, Santa Barbara County is designated as nonattainment for the state ambient air quality standard for particulate matter less than 10 microns in diameter ("PM<sub>10</sub>"), and, effective July 1, 2020, Santa Barbara County is designated as attainment for the state ambient air quality standard for ozone;

**WHEREAS**, oxides of nitrogen ("NO<sub>x</sub>") and reactive organic compounds ("ROC") are precursors to the formation of ozone and the generation of NO<sub>x</sub>, ROC, and PM<sub>10</sub> from internal combustion engines used in light-duty and medium-duty motor vehicles are a significant contributor to Santa Barbara's County's total emissions of these pollutants;

**WHEREAS**, the California Air Resources Board (CARB) has specified the program requirements that must be met by any Old Car Buy Back program to be eligible for Carl Moyer funds and those requirements are set forth in Attachment B (Program Requirements) to this Contract;

**WHEREAS**, DISTRICT has funds provided by CARB pursuant to the Carl Moyer Program and the California Department of Motor Vehicles (DMV) vehicle registration fee surcharge program, and wishes to utilize a portion of these funds for an Old Car Buy Back program to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements);

**WHEREAS**, CARB is an intended third-party beneficiary for the purposes of this Contract and, as such, CARB reserves the right to enforce the terms of this Contract to ensure emission reductions are obtained;

**WHEREAS**, CONTRACTOR represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the Scope of Work attached to

this Contract as Attachment A (Scope of Work), and will not commence these activities until this Contract is fully executed;

**WHEREAS**, DISTRICT or its agents has reviewed CONTRACTOR's qualifications and Scope of Work and has selected CONTRACTOR for the DISTRICT's Old Car Buy Back program at an amount determined by the District Board of Directors; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and CONTRACTOR as follows:

## **CONTRACT TERMS AND CONDITIONS**

### **1. Obligations to be Performed Under this Contract**

Within the time specified in Section 2 (Time of Performance), CONTRACTOR shall perform all obligations described in this Contract and set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated herein by reference. Said Scope of Work shall fully implement and comply with all the program requirements of the California Air Resources Board, which are attached hereto as Attachment B and incorporated herein by reference.

CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

### **2. Time of Performance**

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The contract term shall be five (5) years unless terminated sooner in accordance with Section 12 (Termination).

### **3. Contract Funding**

DISTRICT hereby agrees to provide funds to CONTRACTOR in the amount not to exceed \$1,500,000 for the CONTRACTOR to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements). CONTRACTOR shall invoice DISTRICT as described in Attachment C (Cost Schedule and Reimbursement Schedule). CONTRACTOR shall provide DISTRICT any information necessary to verify the accuracy of the invoice. DISTRICT or its agents will pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

### **4. Non-Partnership**

This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.



5. Status of CONTRACTOR

CONTRACTOR shall perform all services under this Contract as an independent contractor and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records

CONTRACTOR shall keep and provide to DISTRICT or its agents and CARB or its agents upon request, accurate financial records necessary to enable DISTRICT and CARB to review CONTRACTOR's performance of this Contract. These records shall demonstrate the contract funding has been used to meet the requirements specified in Attachment A (Scope of Work) and Attachment B (Program Requirements). CONTRACTOR shall maintain all such records for at least three (3) years after the termination of this Contract.

7. Contract Reporting

CONTRACTOR shall submit report(s) to DISTRICT in accordance with the schedule and format specified in Attachment D (Contract Reports). Should CONTRACTOR fail to submit any required reports to DISTRICT, CONTRACTOR shall be subject to DISTRICT audit inspection. Any DISTRICT audit inspections shall not relieve CONTRACTOR of its obligation to submit all required reports.

8. Audit and Review

DISTRICT or its agents and CARB or its agents shall have the right to audit and review the records identified in Section 6 (Records), maintained by CONTRACTOR pursuant to the terms of this Contract to the extent necessary to verify the contract funding has been used in accordance with the terms of this Contract. Any such audit and review will be conducted by DISTRICT or CARB auditors or, at CONTRACTOR's option and expense, by a mutually acceptable third-party accounting firm.

9. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Attachment E (Standard Indemnification and Insurance Provisions) attached hereto and incorporated herein by reference.

10. Nondiscrimination Clause

CONTRACTOR shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment F (County of Santa Barbara Unlawful Discrimination Ordinance) and incorporated herein by reference.

11. Rights to Emission Reductions

CONTRACTOR affirmatively certifies to DISTRICT that the project described in Attachment A (Scope of Work) is not required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. CONTRACTOR transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the purchase and permanently retire qualified passenger cars or light-duty trucks purchased by the CONTRACTOR. CONTRACTOR shall not use or attempt to use the

emission reductions achieved by the permanent destruction of the vehicles. CONTRACTOR hereby fully and completely relinquishes any such rights.

## 12. Termination

- a) DISTRICT may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

DISTRICT may terminate this Contract for cause should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by CONTRACTOR.

DISTRICT may seek whatever legal, equitable, and other remedies available under State law for CONTRACTOR's failure to comply and fully perform under the Grant Agreement.

- b) CONTRACTOR may terminate its obligation to purchase and permanently retire qualified passenger cars or light-duty trucks funded under this Contract for good cause. Notice of termination shall be in writing and shall be effective upon completion of the terms of Section 12 (Termination). Such notice shall terminate CONTRACTOR's obligation under Section 1 (Obligations to be Performed Under this Contract) and Section 2 (Time of Performance) of this Contract. Upon termination, CONTRACTOR shall fulfill the terms in Section 30 (Deposit).

## 13. Conflict of Interest

CONTRACTOR understands and acknowledges that the funds awarded under this Contract may only be awarded to CONTRACTOR in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code section 87100 *et seq.* CONTRACTOR understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows they have a financial interest.

For the purposes of this provision, a "public official" is any person employed at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Contract.

For the purposes of this provision, "CONTRACTOR" includes CONTRACTOR and CONTRACTOR's subcontractors and employees, business associates and business partners (including all personnel named in CONTRACTOR's proposal) who will receive a financial benefit from this Contract.

CONTRACTOR represents and warrants that a "conflict of interest" did not exist during the process that led to the award of this Contract. A conflict of interest exists if any of the following are true:

- a) CONTRACTOR is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

- b) CONTRACTOR has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.
- c) CONTRACTOR is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) CONTRACTOR has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred seventy dollars (\$470) or more in value provided or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.

CONTRACTOR shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Contract. The DISTRICT may, in its sole discretion, decline to award or may terminate the Contract to CONTRACTOR if a conflict of interest existed prior to the full execution of this Contract. Failure of CONTRACTOR to comply with this provision shall be a material breach of this Contract and shall, at the DISTRICT's discretion, result in a total forfeiture of all Contract funds received under this Contract. CONTRACTOR shall also be liable to DISTRICT for treble damages of the amount of the Contract and DISTRICT's reasonable attorney's fees in any litigation necessary to enforce this provision.

#### 14. Taxes

CONTRACTOR shall be responsible for payment of all taxes due as a result of the Contract. CONTRACTOR shall provide DISTRICT with their Federal Tax Identification Number or Social Security Number prior to DISTRICT payment of Contract funds.

#### 15. Program Information and Logos

At the option of DISTRICT or its agents CONTRACTOR shall allow the placement of a DISTRICT logo or other program-related information on project facilities or equipment. The placement of the information will be determined by DISTRICT or its agents.

#### 16. Public Education

CONTRACTOR, upon request of DISTRICT or its agents will participate in and assist with a one-day public education and demonstration concerning CONTRACTOR's project. CONTRACTOR will allow reasonable access by DISTRICT or its agents and the public to project facilities and equipment during this demonstration.

#### 17. Remedies Not Exclusive

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### 18. Publication

DISTRICT or its agents shall have the right of prior written approval of any document that shall be disseminated to the public by CONTRACTOR in which CONTRACTOR

utilized information obtained from DISTRICT in connection with performance under this Contract.

Any advertising conducted by the CONTRACTOR for the purpose of recruiting vehicle owners to sell their cars into the program shall not contain any language stating that the program is anything but voluntary for the consumer or that the program is affiliated with or is operated by the State of California.

Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to the Contract, shall be part of DISTRICT's public record. CONTRACTOR may use or publish, at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the DISTRICT. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of DISTRICT. DISTRICT, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. DISTRICT has not approved or disapproved this report, nor has DISTRICT passed upon the accuracy or adequacy of the information contained herein."

CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

#### 19. Waivers

The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law.

#### 20. Amendment

This Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer and CONTRACTOR.

#### 21. California Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of California. All obligations created under this Contract are performable in California.

#### 22. Non-Assignment

This Contract shall not be assigned by CONTRACTOR without the prior written consent of the Air Pollution Control Officer. In the event CONTRACTOR desires to sell or transfer its business to another operator, CONTRACTOR shall promptly notify the Air Pollution Control Officer and shall provide the potential buyer or other transferee with a copy of this Contract. The buyer or other transferee must agree in writing to abide by the terms of this Contract prior to CONTRACTOR closing any such sale or other transfer.

23. Contract Integrated

This Contract represents the entire and integrated Contract between DISTRICT and CONTRACTOR and supersedes any and all other negotiations, representations, and/or Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding.

24. Conflicts Between Contract and Incorporated Attachments

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) that are incorporated into this Contract by reference, conflict with any provision contained in this Contract, the provision of this Contract shall take precedence and govern.

25. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

26. Unusual Circumstances

The parties shall be excused from performing their respective obligations under this Contract in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, pandemic, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

27. California Air Resources Board as Third-Party Beneficiary

CONTRACTOR acknowledges that CARB Funds or California DMV vehicle registration fee surcharge program funds may be provided for this Contract by the State of California through the administration and oversight of CARB. CARB shall be a third-party beneficiary for the purposes of this Contract and, as such, CARB shall have the right to enforce the terms of this Contract, including seeking whatever legal, equitable and other remedies are available under State law for CONTRACTOR's failure to fully perform under this Contract.

## 28. Point of Contact

All notices referenced in this Contract shall be in writing and shall be given by first-class mail and/or via email and shall be addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

### **CONTRACTOR**

Steelhead Recyclers  
891 South Kellogg Ave.  
Goleta, CA 93117  
Attn: Susan Beifuss  
[SteelheadAuto@gmail.com](mailto:SteelheadAuto@gmail.com)  
805-683-8557

### **DISTRICT**

Santa Barbara County Air Pollution Control District  
260 North San Antonio Rd., Suite A  
Santa Barbara, California 93110  
Attn: Jim Fredrickson  
[FredricksonJ@sbcapcd.org](mailto:FredricksonJ@sbcapcd.org)  
805-961-8892

## 29. Spending Authorization

CONTRACTOR shall not perform any work under this Contract until CONTRACTOR is provided Spending Authorization from DISTRICT by a Spending Authorization Letter signed by the Air Pollution Control Officer, in an amount not to exceed \$100,000. Such authorization shall specify the time period and the amount of Contract funding that CONTRACTOR may expend during specified time period. Once the time period of the written authorization expires, CONTRACTOR shall not spend any additional funds until a new Spending Authorization is provided by the Air Pollution Control Officer.

## 30. Deposit

At the time of issuance of a Spending Authorization by DISTRICT pursuant to Section 29 (Spending Authorization), DISTRICT or its agents shall deposit funds into a CONTRACTOR owned, Federal Deposit Insurance Corporation-insured, non-interest bearing, joint bank account to cover projected vehicle purchase costs for the specified time period established in the Spending Authorization. The joint bank account will have CONTRACTOR as primary owner and DISTRICT as secondary owner. Both CONTRACTOR and DISTRICT shall have full real-time access to the joint bank account. CONTRACTOR shall access the joint bank account for the sole purpose of making payments to qualified Old Car Buy Back program participants.

CONTRACTOR shall utilize said funds to pay the owners of vehicles purchased pursuant to Attachment B (Program Requirements) and Attachment C (Cost Schedule and Reimbursement Schedule) of this contract. CONTRACTOR shall not pay out any funds unless approved by a DISTRICT Spending Authorization.

If this Contract is terminated pursuant to Section 12 (Termination), DISTRICT, or its agents, shall withdraw the balance of the deposit within thirty (30) days of termination.

## 31. Stop Work Order

Notwithstanding any Spending Authorization(s) provided pursuant to Section 29 (Spending Authorization) of this Contract, the Air Pollution Control Officer may, in its sole discretion, require CONTRACTOR to cease any expenditure of funds that are reimbursable under this Contract for convenience by giving forty-eight (48) hours prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this forty-eight-hour period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by

CONTRACTOR during this forty-eight-hour period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer. The Air Pollution Control Officer may rescind such stop work order by providing written notice to CONTRACTOR.

32. Debarment and Suspension

CONTRACTOR certifies to DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

33. Execution of Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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This Professional Services Contract between Santa Barbara County Air Pollution Control District and Steelhead Recyclers was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

*Rachel Van Mullem*  
By Rachel Van Mullem (Aug 14, 2020 09:19 PDT)  
District Counsel

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
Risk Manager

By *Ray Aromatorio*  
Risk Manager

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

**CONTRACTOR:**  
STEELHEAD RECYCLERS

By *Susan Beifuss*  
Susan Beifuss, Owner

Date 8-3-20

**APPROVED AS TO FORM:**

BETSY M. SHAFFER, CPA  
Auditor-Controller

By *C. Edlin*  
Deputy



ATTACHMENT A:  
SCOPE OF WORK



**USED & NEW  
AUTO PARTS**

**All Makes and  
Models of Car  
and Truck parts**

**891 S. Kellogg ave.  
Santa Barbara, Ca. 93117**

**805.683.8557**

Dear Santa Barbara County APCD,

We are interested in continuing to be a part of the District's Old Car Buy Back Program. To be considered as an operating partner with this program, we acknowledge that a Scope of Work must be submitted that provides detailed information about our company and our capabilities to implement program requirements. This letter is our Scope of Work.

- 1) Steelhead Recyclers is located at 891 S. Kellogg Ave, Goleta. I (Susan Beifuss) have been in the auto dismantling business for 37 years and have previously been operating the Buy Back program in Santa Barbara County for approximately 14 years.
- 2) I will be in charge of running the Buy Back program and I have three employees involved in the day-to-day operations. All of the employees involved have at least 10 years experience and two of them speak Spanish.
- 3) We will pre-qualify all of the vehicles, such as verifying their registration and smog status, prior to setting an appointment to bring the vehicle to our facility. If the vehicle qualifies, an appointment will be made with the owner to bring the vehicle to our site. All program purchases will be completed using the forms provided by the District.
- 4) We have a car crusher that is able to dismantle all vehicles on-site. During the 10-day waiting period, the Buy Back vehicles will be stored at our facility in a separate 4,000 square foot fenced yard on the southwest corner of our property.
- 5) To meet the financial requirements for the program, a new joint checking account will be established with Steelhead Recyclers listed as the primary owner and the District listed as the secondary owner. From this account, we will reimburse the program participants and the District can replenish the account on an as needed basis. By having a joint account, the District will have full, real-time access to the account and will be able to review all transactions and bank statements.
- 6) We will send weekly records of purchased vehicles to the District. We acknowledge that the 10-day waiting period to dismantle a vehicle does not begin until the District is notified of the vehicle purchase. We will then invoice the District periodically for the contractor processing fees.

- 7) We will keep all of the program records separate from other business records for the facility. All records would be made available for review by any program personnel. We are required as licensed dismantlers by the DMV to keep vehicle records for seven years.
- 8) Our facility maintains an existing liability and workers compensation policy. The Santa Barbara County Air Pollution Control District and the California Air Resources Board will be added as an "additionally insured" on our liability insurance policy.
- 9) A copy of our Dismantlers license and City of Goleta business license are attached. The licenses will be maintained throughout the duration of the contract.

I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge. Under penalty of perjury, I certify compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable District rules.

Steelhead Recyclers c/o Susan Beifuss  
Sincerely, Susan Beifuss

A handwritten signature in black ink, appearing to read "Susan Beifuss", written over the printed name.

**Dismantler License:**

## Occupational License Status Information System

Following is the result of your search

**Main Location Information**

STEELHEAD INDUSTRIES  
891 S KELLOGG AVE GOLETA,  
CA 93117

Tel: (805)683-8557

Location Opened : 05/19/2010

Location Closed:

Licensed to Provide, Automobile Dismantler.

Offer or Sell:

**License Information**

License No.: 46542

License First Issued: 05/19/2010

Operator or Contact:

Owner of Business: BEIFUSS SUSAN ELIZABETH

Mailing Address:

Other Business Name:

*Help us improve our online services. Please take a moment to complete a brief Survey.*

**License Information**

Status of License

Valid

Current Admin Actions

None

Prior Admin Actions

None

**Business License:**



CITY OF  
**GOLETA**  
130 Cremona Drive, Suite B  
Goleta, CA 93117

## **BUSINESS LICENSE**

CITY OF GOLETA, CALIFORNIA

**12851**

This license is issued to engage in the following business:

**GENERAL BUSINESS**

LOCATION: 891 S. KELLOGG AVE

Expiration Date: **2/28/2021**

Fee Paid: **121.00**

STEELHEAD RECYCLERS  
891 S. KELLOGG AVE  
GOLETA CA 93117

NEIGHBORHOOD SERVICES, & PUBLIC SAFETY  
DIRECTOR

**POST IN A CONSPICUOUS PLACE**

ATTACHMENT B:  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT or its agents may not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1997 Model Year or older diesel or gasoline-powered passenger car or light-duty truck up to 10,000 pounds gross vehicle weight. The Model Year may be changed at the Air Pollution Control Officer's discretion to a more recent model year if it meets the cost-effectiveness threshold established in CARB guidelines. Should the Air Pollution Control Officer choose to change the model year, the DISTRICT or its agents will notify the CONTRACTOR in writing and will provide updated program forms.
- (C) The vehicle must be currently registered with the Department of Motor Vehicles (DMV) as an operable vehicle and must have been registered for at least twenty-four (24) months prior to the final date of sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County.
  - (1) Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible.
  - (2) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for a total of two (2) or fewer months during the continuous twenty-four (24) month registration period, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (3) A vehicle may also be eligible if the registration has lapsed for less than 181 days during the previous twenty-four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records or copies of the applicable vehicle registration certificates.

- (D) The vehicle shall not be operating under a Smog Check repair cost waiver or economic hardship extension.
- (E) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a Bureau of Automotive Repair (BAR) licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.
- (F) Vehicles that have a tampered emissions control system (missing, modified, or disconnected components) shall not be eligible for acceptance in the Old Car Buy Back Program.
- (G) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site: [www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx](http://www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx)
- (H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle functional and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility into the Old Car Buy Back program.
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following equipment eligibility requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and in place;
  - (2) The hood shall be present and in place;
  - (3) The dashboard shall be in place;
  - (4) Front windshield shall be present and in place;
  - (5) One side window glass shall be present and in place;
  - (6) Driver's seat shall be present and in place;
  - (7) One bumper and all side and/or quarter panels shall be present and in place;
  - (8) One headlight, one taillight, and one brake light shall be present and in place;
  - (9) Interior pedals shall be operational;
  - (10) Vehicle drive-ability must not be affected by any steering, suspension or body damage;
  - (11) Exhaust system shall be present and in place;

- (C) CONTRACTOR shall complete the following functional eligibility inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
  - (1) Insert key and start the vehicle engine using the keyed ignition system. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries;
  - (2) The vehicle shall be driven both forward and in reverse for a minimum of 25 feet under its own power;
- (D) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT-approved certificate of functional and equipment eligibility form.
- (E) Vehicles failing the requirements pursuant to Section 2(B) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle to correct all deficiencies.
- (F) Vehicles failing the requirements pursuant to Section 2(A) or 2(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test.

### **3. Vehicle Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed for the purpose of vehicle disposal after purchase according to the requirements of the California Vehicle Code, the regulations of the DMV, and any other applicable business code. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) Violation of any provision of these regulations by CONTRACTOR, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in California Health and Safety Code.

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling.
- (B) After the vehicle is purchased by the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle during the ten (10) day waiting period, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle. The CONTRACTOR is not obligated to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle or sell the vehicle if a mutually acceptable price cannot be negotiated.
- (D) If the CONTRACTOR sells a vehicle to an interested party:
  - (1) The CONTRACTOR shall send payment to DISTRICT in the amount to cover the Old Car Buy Back program vehicle purchase price;
  - (2) The CONTRACTOR shall not invoice the DISTRICT for the CONTRACTOR services for the vehicle; and
  - (3) The DISTRICT shall not claim any emission reductions for the vehicle.

#### **5. Parts Recycling**

- (A) Except as provided in Section 4, a vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way. Such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been punched, crushed, shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) Except as provided below, no parts may be removed, for sale or reuse, from any dismantled retired vehicle. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - a. The CONTRACTOR may separate ferrous and non-ferrous metals from a dismantled retired vehicle as a source of scrap metal only.
    - b. The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed by the State of California to handle batteries.
  - (3) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.



## **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address and phone number of registered owner if different from Section 6(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the eligibility requirements of Section 1(C);
  - (14) Reproduction of relevant smog check documentation;
  - (15) Any other pertinent data requested by DISTRICT or its agents (e.g. Old Car Buy Back program survey);
- (B) Upon request of DISTRICT or its agents the data contained in records required in Section 6(A)(1) through Section 6(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6(A)(1) through Section 6(A)(15) for a minimum period of three (3) years and shall make those records available to DISTRICT or its agents upon request.
- (D) DISTRICT or its agents may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT or its agents shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
  - (1) CONTRACTOR and its subcontractors shall allow DISTRICT or its agents to conduct announced and unannounced audits and inspections and shall cooperate fully.
- (E) CONTRACTOR shall handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- (F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR shall ensure payment is made to vehicle owner and all of the requirements are met.

ATTACHMENT C:  
COST SCHEDULE AND REIMBURSEMENT SCHEDULE

**1. Cost Schedule**

- (A) Payment to vehicle owner per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$1,000
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increases to the payment amount to vehicle owners, subject to the following restrictions: the payment amount shall not exceed \$1,250 per vehicle and the modified per vehicle payment shall apply to all vehicle owners from that date forward.
- (B) Payment to CONTRACTOR for services provided per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$250
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increase to the payment amount to CONTRACTORS for services provided per vehicle, subject to the following restrictions: the payment amount shall not exceed \$300 per vehicle payment and the modified payment shall apply to all CONTRACTORS from that date forward.

**2. Reimbursement Schedule**

- (A) While a DISTRICT Spending Authorization is in effect, CONTRACTOR shall invoice the DISTRICT for CONTRACTOR services described in 1(B) above as follows:
    - (1) No less frequently than every two months.
    - (2) CONTRACTOR shall not invoice DISTRICT unless a DISTRICT Spending Authorization is in effect.
  - (B) Invoice shall include all information necessary for the DISTRICT or its agents to verify the eligibility of the retired vehicles for which a reimbursement is sought.
  - (C) Each invoice shall be accompanied with a report with information on each vehicle purchased. The invoice report requirements are in Attachment D, (Contract Reports).
  - (D) Invoice eligible costs shall only consist of the CONTRACTOR fees as specified under Section 1(B).
  - (E) Invoice must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.
- 3. CONTRACTOR shall provide a cost breakdown for all eligible costs when requesting payment from the DISTRICT.**
- 4. Within thirty (30) days of receiving a complete invoice, DISTRICT or its agents will pay the CONTRACTOR for the costs claimed per Section 2(D).**

ATTACHMENT D:  
CONTRACT REPORTS

CONTRACTOR shall submit the following reports to DISTRICT in a DISTRICT-approved electronic format:

**1. Daily Report**

The Daily Report shall be submitted by the end of each day that the CONTRACTOR operates and handles transactions related to the Old Car Buy Back program. The Daily Report shall include the following information:

(A) Details for each vehicle that qualified for the Old Car Buy Back program:

- (1) Vehicle make;
- (2) Vehicle model;
- (3) Vehicle model year;
- (4) Vehicle license number;
- (5) Vehicle fuel type: gasoline or diesel.

**2. Invoice Report**

The Invoice Report shall be included with each invoice submittal to document vehicles purchased and contain the following information:

- (A) Date of vehicle purchase;
- (B) Vehicle make;
- (C) Vehicle model;
- (D) Vehicle model year;
- (E) Vehicle Identification Number (VIN);
- (F) Vehicle license number;
- (G) Odometer reading;
- (H) Vehicle fuel type: Gasoline or diesel;
- (I) Contact information for legal vehicle seller:
  - (1) Name;
  - (2) Address;
  - (3) City;
  - (4) ZIP Code;
  - (5) Phone Number;
- (J) Date of permanent vehicle dismantling;
- (K) Contact information for inspector assessing the vehicle's eligibility:
  - (1) Name;
  - (2) Business address;
  - (3) Phone number;
  - (4) Check number from payment to owner;
- (L) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;

- (M) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
- (N) Reproduction of written documentation from the DMV verifying that a vehicle meets the registration and Smog Check requirements of Section 1(C) and Section 1(F) of Attachment B (Program Requirements);
- (O) Reproduction of the Certificate of Vehicle Qualification, Equipment, and Function Eligibility documentation;
- (P) Reproduction of Notice of Release of Liability, Bill of Sale, and General Release and Waiver documentation;
- (Q) Reproduction of Certificate of Permanent Vehicle Dismantling documentation.

**3. Bank Statement**

- (A) The CONTRACTOR shall submit a reproduction of any bank statements used for the payment of vehicles that participate in the Old Car Buy Back program. The bank statements must include check numbers that correlate with the payments made to vehicle owners. The bank statements must be submitted to the DISTRICT with each invoice.

ATTACHMENT E:  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and the California Air Resources Board and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Contract. The indemnification provisions in this Contract shall survive any expiration or termination of this Contract.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – DISTRICT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. Primary Coverage – For any claims related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
4. Waiver of Subrogation Rights – CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with proof of insurance, original certificates and amendatory endorsements as required by this Contract. The proof of insurance, certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Contract. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Contract. Maintenance of required insurance coverage is a material element of the Contract and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of contract.
9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.
10. Special Risks or Circumstances – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

## ATTACHMENT F:

### COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

#### **Sec. 2-94. - Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. No. 2946, § 1)

#### **Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.**

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the county obtains the consent of those parties.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for



recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1; Ord. No. 4413, § 1)

#### **Sec. 2-95.5. - Exceptions.**

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

#### **Sec. 2-96. - Purchase orders.**

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### **Sec. 2-97. - Affirmative action officer.**

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful

discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara.

(Ord. No. 2946, § 1)

**Sec. 2-98. - Youth group anti-discrimination.**

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

- (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
- (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
- (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

(b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.

(c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one. (Ord. No. 4434, § 1).

# ATTACHMENT E

## Black Road Auto & Tow Professional Services Contract

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

## **OLD CAR BUY BACK PROGRAM**

### **PROFESSIONAL SERVICES CONTRACT**

**between**

**The Santa Barbara County Air Pollution Control District**

**and**

**Black Road Auto & Tow [AP202102]**

This Professional Services Contract, hereinafter referred to as "Contract", is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Black Road Auto & Tow, hereinafter referred to as "CONTRACTOR."

#### **RECITALS**

**WHEREAS**, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing air quality attainment plans and measures to achieve and maintain state and federal ambient air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

**WHEREAS**, Santa Barbara County is designated as nonattainment for the state ambient air quality standard for particulate matter less than 10 microns in diameter ("PM<sub>10</sub>"), and, effective July 1, 2020, Santa Barbara County is designated as attainment for the state ambient air quality standard for ozone;

**WHEREAS**, oxides of nitrogen ("NO<sub>x</sub>") and reactive organic compounds ("ROC") are precursors to the formation of ozone and the generation of NO<sub>x</sub>, ROC, and PM<sub>10</sub> from internal combustion engines used in light-duty and medium-duty motor vehicles are a significant contributor to Santa Barbara's County's total emissions of these pollutants;

**WHEREAS**, the California Air Resources Board (CARB) has specified the program requirements that must be met by any Old Car Buy Back program to be eligible for Carl Moyer funds and those requirements are set forth in Attachment B (Program Requirements) to this Contract;

**WHEREAS**, DISTRICT has funds provided by CARB pursuant to the Carl Moyer Program and the California Department of Motor Vehicles (DMV) vehicle registration fee surcharge program, and wishes to utilize a portion of these funds for an Old Car Buy Back program to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements);

**WHEREAS**, CARB is an intended third-party beneficiary for the purposes of this Contract and, as such, CARB reserves the right to enforce the terms of this Contract to ensure emission reductions are obtained;

**WHEREAS**, CONTRACTOR represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the Scope of Work attached to

this Contract as Attachment A (Scope of Work), and will not commence these activities until this Contract is fully executed;

**WHEREAS**, DISTRICT or its agents has reviewed CONTRACTOR's qualifications and Scope of Work and has selected CONTRACTOR for the DISTRICT's Old Car Buy Back program at an amount determined by the District Board of Directors; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and CONTRACTOR as follows:

## **CONTRACT TERMS AND CONDITIONS**

### **1. Obligations to be Performed Under this Contract**

Within the time specified in Section 2 (Time of Performance), CONTRACTOR shall perform all obligations described in this Contract and set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated herein by reference. Said Scope of Work shall fully implement and comply with all the program requirements of the California Air Resources Board, which are attached hereto as Attachment B and incorporated herein by reference.

CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

### **2. Time of Performance**

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The contract term shall be five (5) years unless terminated sooner in accordance with Section 12 (Termination).

### **3. Contract Funding**

DISTRICT hereby agrees to provide funds to CONTRACTOR in the amount not to exceed \$1,500,000 for the CONTRACTOR to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements). CONTRACTOR shall invoice DISTRICT as described in Attachment C (Cost Schedule and Reimbursement Schedule). CONTRACTOR shall provide DISTRICT any information necessary to verify the accuracy of the invoice. DISTRICT or its agents will pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

### **4. Non-Partnership**

This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

5. Status of CONTRACTOR

CONTRACTOR shall perform all services under this Contract as an independent contractor and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records

CONTRACTOR shall keep and provide to DISTRICT or its agents and CARB or its agents upon request, accurate financial records necessary to enable DISTRICT and CARB to review CONTRACTOR's performance of this Contract. These records shall demonstrate the contract funding has been used to meet the requirements specified in Attachment A (Scope of Work) and Attachment B (Program Requirements). CONTRACTOR shall maintain all such records for at least three (3) years after the termination of this Contract.

7. Contract Reporting

CONTRACTOR shall submit report(s) to DISTRICT in accordance with the schedule and format specified in Attachment D (Contract Reports). Should CONTRACTOR fail to submit any required reports to DISTRICT, CONTRACTOR shall be subject to DISTRICT audit inspection. Any DISTRICT audit inspections shall not relieve CONTRACTOR of its obligation to submit all required reports.

8. Audit and Review

DISTRICT or its agents and CARB or its agents shall have the right to audit and review the records identified in Section 6 (Records), maintained by CONTRACTOR pursuant to the terms of this Contract to the extent necessary to verify the contract funding has been used in accordance with the terms of this Contract. Any such audit and review will be conducted by DISTRICT or CARB auditors or, at CONTRACTOR's option and expense, by a mutually acceptable third-party accounting firm.

9. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Attachment E (Standard Indemnification and Insurance Provisions) attached hereto and incorporated herein by reference.

10. Nondiscrimination Clause

CONTRACTOR shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment F (County of Santa Barbara Unlawful Discrimination Ordinance) and incorporated herein by reference.

11. Rights to Emission Reductions

CONTRACTOR affirmatively certifies to DISTRICT that the project described in Attachment A (Scope of Work) is not required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. CONTRACTOR transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the purchase and permanently retire qualified passenger cars or light-duty trucks purchased by the CONTRACTOR. CONTRACTOR shall not use or attempt to use the

emission reductions achieved by the permanent destruction of the vehicles. CONTRACTOR hereby fully and completely relinquishes any such rights.

## 12. Termination

- a) DISTRICT may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

DISTRICT may terminate this Contract for cause should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by CONTRACTOR.

DISTRICT may seek whatever legal, equitable, and other remedies available under State law for CONTRACTOR's failure to comply and fully perform under the Grant Agreement.

- b) CONTRACTOR may terminate its obligation to purchase and permanently retire qualified passenger cars or light-duty trucks funded under this Contract for good cause. Notice of termination shall be in writing and shall be effective upon completion of the terms of Section 12 (Termination). Such notice shall terminate CONTRACTOR's obligation under Section 1 (Obligations to be Performed Under this Contract) and Section 2 (Time of Performance) of this Contract. Upon termination, CONTRACTOR shall fulfill the terms in Section 30 (Deposit).

## 13. Conflict of Interest

CONTRACTOR understands and acknowledges that the funds awarded under this Contract may only be awarded to CONTRACTOR in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code section 87100 *et seq.* CONTRACTOR understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows they have a financial interest.

For the purposes of this provision, a "public official" is any person employed at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Contract.

For the purposes of this provision, "CONTRACTOR" includes CONTRACTOR and CONTRACTOR's subcontractors and employees, business associates and business partners (including all personnel named in CONTRACTOR's proposal) who will receive a financial benefit from this Contract.

CONTRACTOR represents and warrants that a "conflict of interest" did not exist during the process that led to the award of this Contract. A conflict of interest exists if any of the following are true:

- a) CONTRACTOR is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

- b) CONTRACTOR has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.
- c) CONTRACTOR is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) CONTRACTOR has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred seventy dollars (\$470) or more in value provided or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.

CONTRACTOR shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Contract. The DISTRICT may, in its sole discretion, decline to award or may terminate the Contract to CONTRACTOR if a conflict of interest existed prior to the full execution of this Contract. Failure of CONTRACTOR to comply with this provision shall be a material breach of this Contract and shall, at the DISTRICT's discretion, result in a total forfeiture of all Contract funds received under this Contract. CONTRACTOR shall also be liable to DISTRICT for treble damages of the amount of the Contract and DISTRICT's reasonable attorney's fees in any litigation necessary to enforce this provision.

#### 14. Taxes

CONTRACTOR shall be responsible for payment of all taxes due as a result of the Contract. CONTRACTOR shall provide DISTRICT with their Federal Tax Identification Number or Social Security Number prior to DISTRICT payment of Contract funds.

#### 15. Program Information and Logos

At the option of DISTRICT or its agents CONTRACTOR shall allow the placement of a DISTRICT logo or other program-related information on project facilities or equipment. The placement of the information will be determined by DISTRICT or its agents.

#### 16. Public Education

CONTRACTOR, upon request of DISTRICT or its agents will participate in and assist with a one-day public education and demonstration concerning CONTRACTOR's project. CONTRACTOR will allow reasonable access by DISTRICT or its agents and the public to project facilities and equipment during this demonstration.

#### 17. Remedies Not Exclusive

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### 18. Publication

DISTRICT or its agents shall have the right of prior written approval of any document that shall be disseminated to the public by CONTRACTOR in which CONTRACTOR



utilized information obtained from DISTRICT in connection with performance under this Contract.

Any advertising conducted by the CONTRACTOR for the purpose of recruiting vehicle owners to sell their cars into the program shall not contain any language stating that the program is anything but voluntary for the consumer or that the program is affiliated with or is operated by the State of California.

Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to the Contract, shall be part of DISTRICT's public record. CONTRACTOR may use or publish, at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the DISTRICT. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of DISTRICT. DISTRICT, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. DISTRICT has not approved or disapproved this report, nor has DISTRICT passed upon the accuracy or adequacy of the information contained herein."

CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

#### 19. Waivers

The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law.

#### 20. Amendment

This Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer and CONTRACTOR.

#### 21. California Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of California. All obligations created under this Contract are performable in California.

#### 22. Non-Assignment

This Contract shall not be assigned by CONTRACTOR without the prior written consent of the Air Pollution Control Officer. In the event CONTRACTOR desires to sell or transfer its business to another operator, CONTRACTOR shall promptly notify the Air Pollution Control Officer and shall provide the potential buyer or other transferee with a copy of this Contract. The buyer or other transferee must agree in writing to abide by the terms of this Contract prior to CONTRACTOR closing any such sale or other transfer.

23. Contract Integrated

This Contract represents the entire and integrated Contract between DISTRICT and CONTRACTOR and supersedes any and all other negotiations, representations, and/or Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding.

24. Conflicts Between Contract and Incorporated Attachments

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) that are incorporated into this Contract by reference, conflict with any provision contained in this Contract, the provision of this Contract shall take precedence and govern.

25. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

26. Unusual Circumstances

The parties shall be excused from performing their respective obligations under this Contract in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, pandemic, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

27. California Air Resources Board as Third-Party Beneficiary

CONTRACTOR acknowledges that CARB Funds or California DMV vehicle registration fee surcharge program funds may be provided for this Contract by the State of California through the administration and oversight of CARB. CARB shall be a third-party beneficiary for the purposes of this Contract and, as such, CARB shall have the right to enforce the terms of this Contract, including seeking whatever legal, equitable and other remedies are available under State law for CONTRACTOR's failure to fully perform under this Contract.

## 28. Point of Contact

All notices referenced in this Contract shall be in writing and shall be given by first-class mail and/or via email and shall be addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

### **CONTRACTOR**

Black Road Auto & Tow  
1500 Black Road  
Santa Maria, CA 93458  
Attn: Lorne Leeds  
[BlackRoadAuto@gmail.com](mailto:BlackRoadAuto@gmail.com)  
805-346-2770

### **DISTRICT**

Santa Barbara County Air Pollution Control District  
260 North San Antonio Rd., Suite A  
Santa Barbara, California 93110  
Attn: Jim Fredrickson  
[FredricksonJ@sbcapcd.org](mailto:FredricksonJ@sbcapcd.org)  
805-961-8892

## 29. Spending Authorization

CONTRACTOR shall not perform any work under this Contract until CONTRACTOR is provided Spending Authorization from DISTRICT by a Spending Authorization Letter signed by the Air Pollution Control Officer, in an amount not to exceed \$100,000. Such authorization shall specify the time period and the amount of Contract funding that CONTRACTOR may expend during specified time period. Once the time period of the written authorization expires, CONTRACTOR shall not spend any additional funds until a new Spending Authorization is provided by the Air Pollution Control Officer.

## 30. Deposit

At the time of issuance of a Spending Authorization by DISTRICT pursuant to Section 29 (Spending Authorization), DISTRICT or its agents shall deposit funds into a CONTRACTOR owned, Federal Deposit Insurance Corporation-insured, non-interest bearing, joint bank account to cover projected vehicle purchase costs for the specified time period established in the Spending Authorization. The joint bank account will have CONTRACTOR as primary owner and DISTRICT as secondary owner. Both CONTRACTOR and DISTRICT shall have full real-time access to the joint bank account. CONTRACTOR shall access the joint bank account for the sole purpose of making payments to qualified Old Car Buy Back program participants.

CONTRACTOR shall utilize said funds to pay the owners of vehicles purchased pursuant to Attachment B (Program Requirements) and Attachment C (Cost Schedule and Reimbursement Schedule) of this contract. CONTRACTOR shall not pay out any funds unless approved by a DISTRICT Spending Authorization.

If this Contract is terminated pursuant to Section 12 (Termination), DISTRICT, or its agents, shall withdraw the balance of the deposit within thirty (30) days of termination.

## 31. Stop Work Order

Notwithstanding any Spending Authorization(s) provided pursuant to Section 29 (Spending Authorization) of this Contract, the Air Pollution Control Officer may, in its sole discretion, require CONTRACTOR to cease any expenditure of funds that are reimbursable under this Contract for convenience by giving forty-eight (48) hours prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this forty-eight-hour period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by

CONTRACTOR during this forty-eight-hour period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer. The Air Pollution Control Officer may rescind such stop work order by providing written notice to CONTRACTOR.

32. Debarment and Suspension

CONTRACTOR certifies to DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

33. Execution of Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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This Professional Services Contract between Santa Barbara County Air Pollution Control District and Black Road Auto & Tow was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

Rachel Van Mullem  
By Rachel Van Mullem (Aug 14, 2020 09:17 PDT)  
District Counsel

**APPROVED AS TO FORM:**

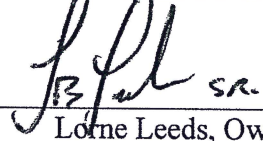
RAY AROMATORIO, ARM, AIC  
Risk Manager

By   
Risk Manager

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

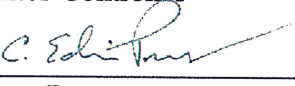
CONTRACTOR:  
BLACK ROAD AUTO & TOW

By  SR.  
Lorne Leeds, Owner

Date 8-6-2020

**APPROVED AS TO FORM:**

BETSY M. SHAFFER, CPA  
Auditor-Controller

By   
Deputy

ATTACHMENT A:  
SCOPE OF WORK

**BLACK ROAD AUTO & TOW**  
**1500 Black Road**  
**Santa Maria, CA 93458**  
**(805) 346-2770**

August 3, 2020

Dear Santa Barbara County APCD,

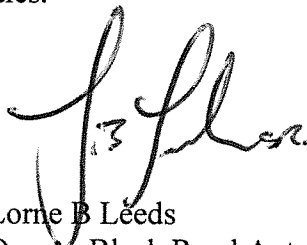
We are interested in continuing to be a part of the District's Old Car Buy Back Program. To be considered as an operating partner with this program, we acknowledge that a Scope of Work must be submitted that provides detailed information about our company and our capabilities to implement program requirements. This letter is our Scope of Work.

- 1) Black Road Auto & Tow is located at 1500 Black Road, Santa Maria and has been in operation as a licensed dismantler since July 1991. Black Road Auto & Tow has also been involved with the Old Car Buy Back program since its inception in the early 1990s.
- 2) Lorne Leeds, owner of Black Road Auto & Tow, will be in charge of managing the day-to-day operations of the program. Lorne Leeds has 29 years of experience, and he will be helped out by Maria Jaramillo who has 19 years of experience.
- 3) Black Road Auto & Tow will verify that vehicles meet the program's eligibility requirements as follows:
  - a. Vehicle owners will provide proof of vehicle registration to an address within Santa Barbara County for 24 months prior to the sale date.
  - b. Vehicle owners will provide proof of Smog Checks performed on the vehicle.
  - c. Staff members will conduct a vehicle function and equipment eligibility inspection according to program requirements and using District approved forms.
  - d. All District approved forms will be submitted to the District as directed by District staff.
- 4) Black Road Auto & Tow has a crusher and an auto bailer on-site to dismantle vehicles. During the ten-day vehicle waiting period, the vehicles will be stored in a 5,000 square foot designated fenced area in the northeast corner of the property.
- 5) To meet the financial requirements for the program, a new joint checking account will be established with Black Road Auto listed as the primary owner and the District listed as the secondary owner. From this account, we will reimburse the program participants and the District can replenish the account on an as needed basis. By having a joint account, the District will have full, real-time access to the account and will be able to review all transactions and bank statements.
- 6) We will send weekly records of purchased vehicles to the District. We acknowledge that the 10-day waiting period to dismantle a vehicle does not begin until the District is notified of

the vehicle purchase. We will then invoice the District periodically for the contractor processing fees.

- 7) We will keep all of the program records separate from other business records for the facility. All records would be made available for review by any program personnel. We are required as licensed dismantlers by the DMV to keep vehicle records for seven years.
- 8) Black Road Auto & Tow will be in compliance with all program insurance requirements. Proof of Workers' Compensation and General and Automobile Liability Insurance will be provided to the District. The District and the California Air Resources Board will be named as an Additional Insured and will be covered under our policies.
- 9) Black Road Auto & Tow is in compliance with all program licensing requirements. Copies of DMV dismantler license and City of Santa Maria business licenses have been provided to the District. These licenses will be maintained throughout the term of the contract and copies of license renewals will be forwarded to the District.

I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge. Under penalty of perjury, I certify compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable District rules.

A handwritten signature in black ink, appearing to read 'Lorne B Leeds', with a stylized flourish at the end.

Lorne B Leeds  
Owner, Black Road Auto & Tow



## Dismantler License:

### Occupational License Status Information System

Following is the result of your search

#### Main Location Information

BLACK ROAD AUTO/TOW  
1500 BLACK RD SANTA MARIA,  
CA 93458

Tel: (805)346-2770

Location Opened : 12/01/2008

Location Closed:

Licensed to Provide, Automobile Dismantler.

Offer or Sell:

#### License Information

License No.: 42960

License First Issued: 12/01/2008

Operator or Contact:

Owner of Business: LEEDS LORNE BEDWELL

Mailing Address:

Other Business Name:

#### License Information

Status of License

Valid

Current Admin Actions



None

Prior Admin Actions

None

*Help us improve our online services. Please take a moment to complete a brief Survey.*

## Business License:

	<b>CITY OF SANTA MARIA</b> <b>BUSINESS LICENSE CERTIFICATE</b> 110 East Cook Street, Rm 5 Santa Maria, CA 93454-5190 (805) 925-0951 ext 2422	NON TRANSFERABLE OR ASSIGNABLE	LICENSE NUMBER <b>29492</b>
DATE ISSUED <b>03/31/2020</b>	BUSINESS LOCATION: <b>1500 BLACK RD SANTA MARIA, CA 93458-9733</b>	EXPIRATION <b>03/31/2021</b>	TYPE OF BUSINESS <b>Gross Receipts</b>
BUSINESS NAME <b>BLACK ROAD AUTO &amp; TOW - RETAIL</b>	MAILING ADDRESS <b>1500 BLACK RD SANTA MARIA, CA 93458-9733</b>	STATE LICENSE #	
POST IN CONSPICUOUS PLACE		 DIRECTOR OF FINANCE	

ATTACHMENT B:  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT or its agents may not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1997 Model Year or older diesel or gasoline-powered passenger car or light-duty truck up to 10,000 pounds gross vehicle weight. The Model Year may be changed at the Air Pollution Control Officer's discretion to a more recent model year if it meets the cost-effectiveness threshold established in CARB guidelines. Should the Air Pollution Control Officer choose to change the model year, the DISTRICT or its agents will notify the CONTRACTOR in writing and will provide updated program forms.
- (C) The vehicle must be currently registered with the Department of Motor Vehicles (DMV) as an operable vehicle and must have been registered for at least twenty-four (24) months prior to the final date of sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County.
  - (1) Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible.
  - (2) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for a total of two (2) or fewer months during the continuous twenty-four (24) month registration period, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (3) A vehicle may also be eligible if the registration has lapsed for less than 181 days during the previous twenty-four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records or copies of the applicable vehicle registration certificates.

- (D) The vehicle shall not be operating under a Smog Check repair cost waiver or economic hardship extension.
- (E) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a Bureau of Automotive Repair (BAR) licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.
- (F) Vehicles that have a tampered emissions control system (missing, modified, or disconnected components) shall not be eligible for acceptance in the Old Car Buy Back Program.
- (G) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site: [www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx](http://www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx)
- (H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle functional and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility into the Old Car Buy Back program.
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following equipment eligibility requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and in place;
  - (2) The hood shall be present and in place;
  - (3) The dashboard shall be in place;
  - (4) Front windshield shall be present and in place;
  - (5) One side window glass shall be present and in place;
  - (6) Driver's seat shall be present and in place;
  - (7) One bumper and all side and/or quarter panels shall be present and in place;
  - (8) One headlight, one taillight, and one brake light shall be present and in place;
  - (9) Interior pedals shall be operational;
  - (10) Vehicle drive-ability must not be affected by any steering, suspension or body damage;
  - (11) Exhaust system shall be present and in place;

- (C) CONTRACTOR shall complete the following functional eligibility inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
  - (1) Insert key and start the vehicle engine using the keyed ignition system. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries;
  - (2) The vehicle shall be driven both forward and in reverse for a minimum of 25 feet under its own power;
- (D) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT-approved certificate of functional and equipment eligibility form.
- (E) Vehicles failing the requirements pursuant to Section 2(B) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle to correct all deficiencies.
- (F) Vehicles failing the requirements pursuant to Section 2(A) or 2(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test.

### **3. Vehicle Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed for the purpose of vehicle disposal after purchase according to the requirements of the California Vehicle Code, the regulations of the DMV, and any other applicable business code. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) Violation of any provision of these regulations by CONTRACTOR, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in California Health and Safety Code.

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling.
- (B) After the vehicle is purchased by the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle during the ten (10) day waiting period, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle. The CONTRACTOR is not obligated to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle or sell the vehicle if a mutually acceptable price cannot be negotiated.
- (D) If the CONTRACTOR sells a vehicle to an interested party:
  - (1) The CONTRACTOR shall send payment to DISTRICT in the amount to cover the Old Car Buy Back program vehicle purchase price;
  - (2) The CONTRACTOR shall not invoice the DISTRICT for the CONTRACTOR services for the vehicle; and
  - (3) The DISTRICT shall not claim any emission reductions for the vehicle.

#### **5. Parts Recycling**

- (A) Except as provided in Section 4, a vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way. Such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been punched, crushed, shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) Except as provided below, no parts may be removed, for sale or reuse, from any dismantled retired vehicle. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - a. The CONTRACTOR may separate ferrous and non-ferrous metals from a dismantled retired vehicle as a source of scrap metal only.
    - b. The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed by the State of California to handle batteries.
  - (3) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.

## **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address and phone number of registered owner if different from Section 6(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the eligibility requirements of Section 1(C);
  - (14) Reproduction of relevant smog check documentation;
  - (15) Any other pertinent data requested by DISTRICT or its agents (e.g. Old Car Buy Back program survey);
- (B) Upon request of DISTRICT or its agents the data contained in records required in Section 6(A)(1) through Section 6(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6(A)(1) through Section 6(A)(15) for a minimum period of three (3) years and shall make those records available to DISTRICT or its agents upon request.
- (D) DISTRICT or its agents may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT or its agents shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
  - (1) CONTRACTOR and its subcontractors shall allow DISTRICT or its agents to conduct announced and unannounced audits and inspections and shall cooperate fully.
- (E) CONTRACTOR shall handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- (F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR shall ensure payment is made to vehicle owner and all of the requirements are met.

ATTACHMENT C:  
COST SCHEDULE AND REIMBURSEMENT SCHEDULE

**1. Cost Schedule**

- (A) Payment to vehicle owner per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$1,000
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increases to the payment amount to vehicle owners, subject to the following restrictions: the payment amount shall not exceed \$1,250 per vehicle and the modified per vehicle payment shall apply to all vehicle owners from that date forward.
- (B) Payment to CONTRACTOR for services provided per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$250
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increase to the payment amount to CONTRACTORS for services provided per vehicle, subject to the following restrictions: the payment amount shall not exceed \$300 per vehicle payment and the modified payment shall apply to all CONTRACTORS from that date forward.

**2. Reimbursement Schedule**

- (A) While a DISTRICT Spending Authorization is in effect, CONTRACTOR shall invoice the DISTRICT for CONTRACTOR services described in 1(B) above as follows:
  - (1) No less frequently than every two months.
  - (2) CONTRACTOR shall not invoice DISTRICT unless a DISTRICT Spending Authorization is in effect.
- (B) Invoice shall include all information necessary for the DISTRICT or its agents to verify the eligibility of the retired vehicles for which a reimbursement is sought.
- (C) Each invoice shall be accompanied with a report with information on each vehicle purchased. The invoice report requirements are in Attachment D, (Contract Reports).
- (D) Invoice eligible costs shall only consist of the CONTRACTOR fees as specified under Section 1(B).
- (E) Invoice must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

- 3. CONTRACTOR shall provide a cost breakdown for all eligible costs when requesting payment from the DISTRICT.
- 4. Within thirty (30) days of receiving a complete invoice, DISTRICT or its agents will pay the CONTRACTOR for the costs claimed per Section 2(D).

ATTACHMENT D:  
CONTRACT REPORTS

CONTRACTOR shall submit the following reports to DISTRICT in a DISTRICT-approved electronic format:

**1. Daily Report**

The Daily Report shall be submitted by the end of each day that the CONTRACTOR operates and handles transactions related to the Old Car Buy Back program. The Daily Report shall include the following information:

(A) Details for each vehicle that qualified for the Old Car Buy Back program:

- (1) Vehicle make;
- (2) Vehicle model;
- (3) Vehicle model year;
- (4) Vehicle license number;
- (5) Vehicle fuel type: gasoline or diesel.

**2. Invoice Report**

The Invoice Report shall be included with each invoice submittal to document vehicles purchased and contain the following information:

- (A) Date of vehicle purchase;
- (B) Vehicle make;
- (C) Vehicle model;
- (D) Vehicle model year;
- (E) Vehicle Identification Number (VIN);
- (F) Vehicle license number;
- (G) Odometer reading;
- (H) Vehicle fuel type: Gasoline or diesel;
- (I) Contact information for legal vehicle seller:
  - (1) Name;
  - (2) Address;
  - (3) City;
  - (4) ZIP Code;
  - (5) Phone Number;
- (J) Date of permanent vehicle dismantling;
- (K) Contact information for inspector assessing the vehicle's eligibility:
  - (1) Name;
  - (2) Business address;
  - (3) Phone number;
  - (4) Check number from payment to owner;
- (L) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;



- (M) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
- (N) Reproduction of written documentation from the DMV verifying that a vehicle meets the registration and Smog Check requirements of Section 1(C) and Section 1(F) of Attachment B (Program Requirements);
- (O) Reproduction of the Certificate of Vehicle Qualification, Equipment, and Function Eligibility documentation;
- (P) Reproduction of Notice of Release of Liability, Bill of Sale, and General Release and Waiver documentation;
- (Q) Reproduction of Certificate of Permanent Vehicle Dismantling documentation.

### **3. Bank Statement**

- (A) The CONTRACTOR shall submit a reproduction of any bank statements used for the payment of vehicles that participate in the Old Car Buy Back program. The bank statements must include check numbers that correlate with the payments made to vehicle owners. The bank statements must be submitted to the DISTRICT with each invoice.

ATTACHMENT E:  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and the California Air Resources Board and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Contract. The indemnification provisions in this Contract shall survive any expiration or termination of this Contract.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – DISTRICT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. Primary Coverage – For any claims related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
4. Waiver of Subrogation Rights – CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with proof of insurance, original certificates and amendatory endorsements as required by this Contract. The proof of insurance, certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Contract. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Contract. Maintenance of required insurance coverage is a material element of the Contract and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of contract.
9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.
10. Special Risks or Circumstances – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

ATTACHMENT F:

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

**Sec. 2-94. - Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. No. 2946, § 1)

**Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.**

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the county obtains the consent of those parties.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1; Ord. No. 4413, § 1)

#### **Sec. 2-95.5. - Exceptions.**

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

#### **Sec. 2-96. - Purchase orders.**

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### **Sec. 2-97. - Affirmative action officer.**

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be

presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara.

(Ord. No. 2946, § 1)

**Sec. 2-98. - Youth group anti-discrimination.**

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

- (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
- (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
- (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

(b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.

(c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one. (Ord. No. 4434, § 1).

## ATTACHMENT F

### Central Valley Auto Dismantlers, Inc. Professional Services Contract

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110



## **OLD CAR BUY BACK PROGRAM**

### **PROFESSIONAL SERVICES CONTRACT**

between

**The Santa Barbara County Air Pollution Control District**

and

**Central Valley Auto Dismantlers, Inc. [AP202103]**

This Professional Services Contract, hereinafter referred to as "Contract", is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Central Valley Auto Dismantlers, Inc., hereinafter referred to as "CONTRACTOR."

#### **RECITALS**

**WHEREAS**, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing air quality attainment plans and measures to achieve and maintain state and federal ambient air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

**WHEREAS**, Santa Barbara County is designated as nonattainment for the state ambient air quality standard for particulate matter less than 10 microns in diameter ("PM<sub>10</sub>"), and, effective July 1, 2020, Santa Barbara County is designated as attainment for the state ambient air quality standard for ozone;

**WHEREAS**, oxides of nitrogen ("NO<sub>x</sub>") and reactive organic compounds ("ROC") are precursors to the formation of ozone and the generation of NO<sub>x</sub>, ROC, and PM<sub>10</sub> from internal combustion engines used in light-duty and medium-duty motor vehicles are a significant contributor to Santa Barbara's County's total emissions of these pollutants;

**WHEREAS**, the California Air Resources Board (CARB) has specified the program requirements that must be met by any Old Car Buy Back program to be eligible for Carl Moyer funds and those requirements are set forth in Attachment B (Program Requirements) to this Contract;

**WHEREAS**, DISTRICT has funds provided by CARB pursuant to the Carl Moyer Program and the California Department of Motor Vehicles (DMV) vehicle registration fee surcharge program, and wishes to utilize a portion of these funds for an Old Car Buy Back program to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements);

**WHEREAS**, CARB is an intended third-party beneficiary for the purposes of this Contract and, as such, CARB reserves the right to enforce the terms of this Contract to ensure emission reductions are obtained;

**WHEREAS**, CONTRACTOR represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the Scope of Work attached to

this Contract as Attachment A (Scope of Work), and will not commence these activities until this Contract is fully executed;

**WHEREAS**, DISTRICT or its agents has reviewed CONTRACTOR's qualifications and Scope of Work and has selected CONTRACTOR for the DISTRICT's Old Car Buy Back program at an amount determined by the District Board of Directors; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and CONTRACTOR as follows:

## **CONTRACT TERMS AND CONDITIONS**

### **1. Obligations to be Performed Under this Contract**

Within the time specified in Section 2 (Time of Performance), CONTRACTOR shall perform all obligations described in this Contract and set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated herein by reference. Said Scope of Work shall fully implement and comply with all the program requirements of the California Air Resources Board, which are attached hereto as Attachment B and incorporated herein by reference.

CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

### **2. Time of Performance**

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The contract term shall be five (5) years unless terminated sooner in accordance with Section 12 (Termination).

### **3. Contract Funding**

DISTRICT hereby agrees to provide funds to CONTRACTOR in the amount not to exceed \$1,000,000 for the CONTRACTOR to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements). CONTRACTOR shall invoice DISTRICT as described in Attachment C (Cost Schedule and Reimbursement Schedule). CONTRACTOR shall provide DISTRICT any information necessary to verify the accuracy of the invoice. DISTRICT or its agents will pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

### **4. Non-Partnership**

This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

5. Status of CONTRACTOR

CONTRACTOR shall perform all services under this Contract as an independent contractor and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records

CONTRACTOR shall keep and provide to DISTRICT or its agents and CARB or its agents upon request, accurate financial records necessary to enable DISTRICT and CARB to review CONTRACTOR's performance of this Contract. These records shall demonstrate the contract funding has been used to meet the requirements specified in Attachment A (Scope of Work) and Attachment B (Program Requirements). CONTRACTOR shall maintain all such records for at least three (3) years after the termination of this Contract.

7. Contract Reporting

CONTRACTOR shall submit report(s) to DISTRICT in accordance with the schedule and format specified in Attachment D (Contract Reports). Should CONTRACTOR fail to submit any required reports to DISTRICT, CONTRACTOR shall be subject to DISTRICT audit inspection. Any DISTRICT audit inspections shall not relieve CONTRACTOR of its obligation to submit all required reports.

8. Audit and Review

DISTRICT or its agents and CARB or its agents shall have the right to audit and review the records identified in Section 6 (Records), maintained by CONTRACTOR pursuant to the terms of this Contract to the extent necessary to verify the contract funding has been used in accordance with the terms of this Contract. Any such audit and review will be conducted by DISTRICT or CARB auditors or, at CONTRACTOR's option and expense, by a mutually acceptable third-party accounting firm.

9. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Attachment E (Standard Indemnification and Insurance Provisions) attached hereto and incorporated herein by reference.

10. Nondiscrimination Clause

CONTRACTOR shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment F (County of Santa Barbara Unlawful Discrimination Ordinance) and incorporated herein by reference.

11. Rights to Emission Reductions

CONTRACTOR affirmatively certifies to DISTRICT that the project described in Attachment A (Scope of Work) is not required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. CONTRACTOR transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the purchase and permanently retire qualified passenger cars or light-duty trucks purchased by the CONTRACTOR. CONTRACTOR shall not use or attempt to use the

emission reductions achieved by the permanent destruction of the vehicles. CONTRACTOR hereby fully and completely relinquishes any such rights.

## 12. Termination

- a) DISTRICT may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

DISTRICT may terminate this Contract for cause should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by CONTRACTOR. DISTRICT may seek whatever legal, equitable, and other remedies available under State law for CONTRACTOR's failure to comply and fully perform under the Grant Agreement.

- b) CONTRACTOR may terminate its obligation to purchase and permanently retire qualified passenger cars or light-duty trucks funded under this Contract for good cause. Notice of termination shall be in writing and shall be effective upon completion of the terms of Section 12 (Termination). Such notice shall terminate CONTRACTOR's obligation under Section 1 (Obligations to be Performed Under this Contract) and Section 2 (Time of Performance) of this Contract. Upon termination, CONTRACTOR shall fulfill the terms in Section 30 (Deposit).

## 13. Conflict of Interest

CONTRACTOR understands and acknowledges that the funds awarded under this Contract may only be awarded to CONTRACTOR in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code section 87100 *et seq.* CONTRACTOR understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows they have a financial interest.

For the purposes of this provision, a "public official" is any person employed at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Contract.

For the purposes of this provision, "CONTRACTOR" includes CONTRACTOR and CONTRACTOR's subcontractors and employees, business associates and business partners (including all personnel named in CONTRACTOR's proposal) who will receive a financial benefit from this Contract.

CONTRACTOR represents and warrants that a "conflict of interest" did not exist during the process that led to the award of this Contract. A conflict of interest exists if any of the following are true:

- a) CONTRACTOR is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

- b) CONTRACTOR has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.
- c) CONTRACTOR is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) CONTRACTOR has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred seventy dollars (\$470) or more in value provided or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.

CONTRACTOR shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Contract. The DISTRICT may, in its sole discretion, decline to award or may terminate the Contract to CONTRACTOR if a conflict of interest existed prior to the full execution of this Contract. Failure of CONTRACTOR to comply with this provision shall be a material breach of this Contract and shall, at the DISTRICT's discretion, result in a total forfeiture of all Contract funds received under this Contract. CONTRACTOR shall also be liable to DISTRICT for treble damages of the amount of the Contract and DISTRICT's reasonable attorney's fees in any litigation necessary to enforce this provision.

#### 14. Taxes

CONTRACTOR shall be responsible for payment of all taxes due as a result of the Contract. CONTRACTOR shall provide DISTRICT with their Federal Tax Identification Number or Social Security Number prior to DISTRICT payment of Contract funds.

#### 15. Program Information and Logos

At the option of DISTRICT or its agents CONTRACTOR shall allow the placement of a DISTRICT logo or other program-related information on project facilities or equipment. The placement of the information will be determined by DISTRICT or its agents.

#### 16. Public Education

CONTRACTOR, upon request of DISTRICT or its agents will participate in and assist with a one-day public education and demonstration concerning CONTRACTOR's project. CONTRACTOR will allow reasonable access by DISTRICT or its agents and the public to project facilities and equipment during this demonstration.

#### 17. Remedies Not Exclusive

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### 18. Publication

DISTRICT or its agents shall have the right of prior written approval of any document that shall be disseminated to the public by CONTRACTOR in which CONTRACTOR

utilized information obtained from DISTRICT in connection with performance under this Contract.

Any advertising conducted by the CONTRACTOR for the purpose of recruiting vehicle owners to sell their cars into the program shall not contain any language stating that the program is anything but voluntary for the consumer or that the program is affiliated with or is operated by the State of California.

Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to the Contract, shall be part of DISTRICT's public record. CONTRACTOR may use or publish, at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the DISTRICT. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of DISTRICT. DISTRICT, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. DISTRICT has not approved or disapproved this report, nor has DISTRICT passed upon the accuracy or adequacy of the information contained herein."

CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

#### 19. Waivers

The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law.

#### 20. Amendment

This Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer and CONTRACTOR.

#### 21. California Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of California. All obligations created under this Contract are performable in California.

#### 22. Non-Assignment

This Contract shall not be assigned by CONTRACTOR without the prior written consent of the Air Pollution Control Officer. In the event CONTRACTOR desires to sell or transfer its business to another operator, CONTRACTOR shall promptly notify the Air Pollution Control Officer and shall provide the potential buyer or other transferee with a copy of this Contract. The buyer or other transferee must agree in writing to abide by the terms of this Contract prior to CONTRACTOR closing any such sale or other transfer.

23. Contract Integrated

This Contract represents the entire and integrated Contract between DISTRICT and CONTRACTOR and supersedes any and all other negotiations, representations, and/or Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding.

24. Conflicts Between Contract and Incorporated Attachments

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) that are incorporated into this Contract by reference, conflict with any provision contained in this Contract, the provision of this Contract shall take precedence and govern.

25. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

26. Unusual Circumstances

The parties shall be excused from performing their respective obligations under this Contract in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, pandemic, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

27. California Air Resources Board as Third-Party Beneficiary

CONTRACTOR acknowledges that CARB Funds or California DMV vehicle registration fee surcharge program funds may be provided for this Contract by the State of California through the administration and oversight of CARB. CARB shall be a third-party beneficiary for the purposes of this Contract and, as such, CARB shall have the right to enforce the terms of this Contract, including seeking whatever legal, equitable and other remedies are available under State law for CONTRACTOR's failure to fully perform under this Contract.

## 28. Point of Contact

All notices referenced in this Contract shall be in writing and shall be given by first-class mail and/or via email and shall be addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

### **CONTRACTOR**

Central Valley Auto Dismantlers, Inc.  
613 Avalon St  
Lompoc, CA 93436  
Attn: Miguel Hernandez  
[TimosAuto@hotmail.com](mailto:TimosAuto@hotmail.com)  
805-343-7747

### **DISTRICT**

Santa Barbara County Air Pollution Control District  
260 North San Antonio Rd., Suite A  
Santa Barbara, California 93110  
Attn: Jim Fredrickson  
[FredricksonJ@sbcapcd.org](mailto:FredricksonJ@sbcapcd.org)  
805-961-8892

## 29. Spending Authorization

CONTRACTOR shall not perform any work under this Contract until CONTRACTOR is provided Spending Authorization from DISTRICT by a Spending Authorization Letter signed by the Air Pollution Control Officer, in an amount not to exceed \$100,000. Such authorization shall specify the time period and the amount of Contract funding that CONTRACTOR may expend during specified time period. Once the time period of the written authorization expires, CONTRACTOR shall not spend any additional funds until a new Spending Authorization is provided by the Air Pollution Control Officer.

## 30. Deposit

At the time of issuance of a Spending Authorization by DISTRICT pursuant to Section 29 (Spending Authorization), DISTRICT or its agents shall deposit funds into a CONTRACTOR owned, Federal Deposit Insurance Corporation-insured, non-interest bearing, joint bank account to cover projected vehicle purchase costs for the specified time period established in the Spending Authorization. The joint bank account will have CONTRACTOR as primary owner and DISTRICT as secondary owner. Both CONTRACTOR and DISTRICT shall have full real-time access to the joint bank account. CONTRACTOR shall access the joint bank account for the sole purpose of making payments to qualified Old Car Buy Back program participants.

CONTRACTOR shall utilize said funds to pay the owners of vehicles purchased pursuant to Attachment B (Program Requirements) and Attachment C (Cost Schedule and Reimbursement Schedule) of this contract. CONTRACTOR shall not pay out any funds unless approved by a DISTRICT Spending Authorization.

If this Contract is terminated pursuant to Section 12 (Termination), DISTRICT, or its agents, shall withdraw the balance of the deposit within thirty (30) days of termination.

## 31. Stop Work Order

Notwithstanding any Spending Authorization(s) provided pursuant to Section 29 (Spending Authorization) of this Contract, the Air Pollution Control Officer may, in its sole discretion, require CONTRACTOR to cease any expenditure of funds that are reimbursable under this Contract for convenience by giving forty-eight (48) hours prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this forty-eight-hour period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by



CONTRACTOR during this forty-eight-hour period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer. The Air Pollution Control Officer may rescind such stop work order by providing written notice to CONTRACTOR.

32. Debarment and Suspension

CONTRACTOR certifies to DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

33. Execution of Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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This Professional Services Contract between Santa Barbara County Air Pollution Control District and Central Valley Auto Dismantlers, Inc. was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

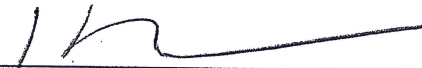
MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

Rachel Van Mullem  
By Rachel Van Mullem (Aug 14, 2020 09:16 PDT)  
District Counsel

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

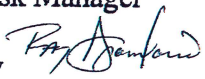
CONTRACTOR:  
CENTRAL VALLEY AUTO  
DISMANTLERS, INC.

By   
Timo Hernandez, Owner

Date 08/07/2020


**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
Risk Manager

By   
Risk Manager

**APPROVED AS TO FORM:**

BETSY M. SHAFFER, CPA  
Auditor-Controller

By   
Deputy

ATTACHMENT A:  
SCOPE OF WORK

**Central Valley Auto Dismantlers, INC.**  
**613 Avalon St Lompoc CA 93436**  
**805-736-6719**

Dear Santa Barbara County APCD,

We are interested in becoming a part of the District's Old Car Buy Back Program. To be considered as an operating partner with this program, we acknowledge that a Scope of Work must be submitted that provides detailed information about our company and our capabilities to implement program requirements. This letter is our Scope of Work.

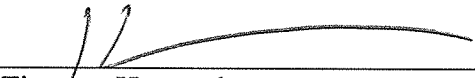
- 1) Central Valley Auto Dismantlers, Inc is located at 613 Avalon Street in Lompoc. This location was recently purchased from Perry's Auto Wrecking & Salvage, which was part of the Old Car Buy Back Program for the last 14 years. I own another dismantling facility in San Luis Obispo County where I have 20+ years of experience in the dismantling business and have been an operator in SLO County's equivalent program.
- 2) Miguel Hernandez will be in charge of managing the day-to-day operations of the program. We will have 2 additional employees involved in the operation of the Buy Back Program. All of the employees involved have at least 5 years experience and are fluent in Spanish.
- 3) Central Valley Auto Dismantlers will verify that vehicles meet the program's eligibility requirements as follows:
  - a. Vehicle owners will provide proof of vehicle registration to an address within Santa Barbara County for 24 months prior to the sale date.
  - b. Vehicle owners will provide proof of Smog Checks performed on the vehicle.
  - c. Staff members will conduct a vehicle function and equipment eligibility inspection according to program requirements and using District approved forms.
  - d. All District approved forms will be submitted to the District as directed by District staff.
- 4) To perform the dismantling, Central Valley Auto Dismantlers will use a mobile crusher that comes to the site every 1-2 months. The company such as SA Recycling located at 2000 E Brundage Lane in Bakersfield, CA, and the company will maintain the necessary registrations in compliance with all air quality regulations. The vehicles will then be able to be fully dismantled on-site. During the 10-day vehicle waiting period, the vehicles will be stored in a 4,000 square foot designated area on the western edge of the property.
- 5) To meet the financial requirements for the program, a new joint checking account will be established with Central Valley Auto listed as the primary owner and the District listed as the secondary owner. From this account, we will reimburse the program participants and the District can replenish the account on an as needed basis. By having a joint account, the District will have full, real-time access to the account and will be able to review all transactions and bank statements.
- 6) We will send weekly records of purchased vehicles to the District. We acknowledge that the 10-day waiting period to dismantle a vehicle does not begin until the District is notified of

**Central Valley Auto Dismantlers, INC.**  
**613 Avalon St Lompoc CA 93436**  
**805-736-6719**

the vehicle purchase. We will then invoice the District periodically for the contractor processing fees.

- 7) We will keep all of the program records separate from other business records for the facility. All records would be made available for review by any program personnel. We are required as licensed dismantlers by the DMV to keep vehicle records for seven years.
- 8) Central Valley Auto will be in compliance with all program insurance requirements. Proof of Workers' Compensation and General and Automobile Liability Insurance will be provided to the District. The District and the California Air Resources Board will be named as an Additional Insured and will be covered under our policies.
- 9) Central Valley Auto is in compliance with all program licensing requirements. Copies of DMV dismantler license and City of Lompoc business licenses have been provided to the District. These licenses will be maintained throughout the term of the contract and copies of license renewals will be forwarded to the District.

I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge. Under penalty of perjury, I certify compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable District rules.

  
\_\_\_\_\_  
Timoteo Hernandez  
Owner, Central Valley Auto Dismantlers, Inc

## Dismantler License:

### Occupational License Status Information System

Following is the result of your search

#### Main Location Information

CENTRAL VALLEY AUTO DISMANTLERS INC  
613 AVALON ST LOMPOC,  
CA 93436

Tel: (805)431-3559

Location Opened : 02/21/2020

Location Closed:

Licensed to Provide, Offer or Sell: Automobile Dismantler.

#### License Information

License No.: 99719

License First Issued: 02/21/2020

Operator or Contact:

Owner of Business: CENTRAL VALLEY AUTO

Mailing Address:

Other Business Name:

#### License Information

##### Status of License

Valid

##### Current Admin Actions

None

##### Prior Admin Actions

None

*Help us improve our online services. Please take a moment to complete a brief Survey.*

## Business License:

City of LOMPOC		Non-Transferable. The Certificate holder must comply with all statutes, ordinances and applicable laws.		CITY OF LOMPOC RETAIN THIS HALF FOR YOUR BUSINESS RECORD	
<b>Business Name:</b>	Central Valley Auto Dismantlers/Towing	<b>Tax Account No.:</b>	008218	<b>Type of Business:</b>	Towing Services
<b>Business Location:</b>	613 Avalon St Lompoc, CA 93436	<b>Effective Date:</b>	December 10, 2019	<b>Tax Fee:</b>	\$105.00
<b>Owner(s) Name:</b>	Florencia Hernandez Timoteo Hernandez	<b>Expiration Date:</b>	June 30, 2020	<b>Special Fees:</b>	\$25.00
<b>BUSINESS TAX CERTIFICATE</b> CENTRAL VALLEY AUTO DISMANTLERS/TOWING 218 S BLOSSER RD SANTA MARIA, CA 93458		<b>Description:</b>	Towing	<b>Penalty:</b>	\$0.00
		<b>Total Tax Paid:</b> \$134.00 Business Tax Department (805) 875-8235			
		Failure to receive a renewal notice does not relieve the business owner's responsibility to renew the Business Tax, which annually expires on June 30 and becomes delinquent July 31.			
POST IN A CONSPICUOUS PLACE (Non-Transferable)					

*DM Greene*  
City Clerk - Deputy

ATTACHMENT B:  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT or its agents may not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1997 Model Year or older diesel or gasoline-powered passenger car or light-duty truck up to 10,000 pounds gross vehicle weight. The Model Year may be changed at the Air Pollution Control Officer's discretion to a more recent model year if it meets the cost-effectiveness threshold established in CARB guidelines. Should the Air Pollution Control Officer choose to change the model year, the DISTRICT or its agents will notify the CONTRACTOR in writing and will provide updated program forms.
- (C) The vehicle must be currently registered with the Department of Motor Vehicles (DMV) as an operable vehicle and must have been registered for at least twenty-four (24) months prior to the final date of sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County.
  - (1) Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible.
  - (2) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for a total of two (2) or fewer months during the continuous twenty-four (24) month registration period, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (3) A vehicle may also be eligible if the registration has lapsed for less than 181 days during the previous twenty-four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records or copies of the applicable vehicle registration certificates.

- (D) The vehicle shall not be operating under a Smog Check repair cost waiver or economic hardship extension.
- (E) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a Bureau of Automotive Repair (BAR) licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.
- (F) Vehicles that have a tampered emissions control system (missing, modified, or disconnected components) shall not be eligible for acceptance in the Old Car Buy Back Program.
- (G) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site: [www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx](http://www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx)
- (H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle functional and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility into the Old Car Buy Back program.
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following equipment eligibility requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and in place;
  - (2) The hood shall be present and in place;
  - (3) The dashboard shall be in place;
  - (4) Front windshield shall be present and in place;
  - (5) One side window glass shall be present and in place;
  - (6) Driver's seat shall be present and in place;
  - (7) One bumper and all side and/or quarter panels shall be present and in place;
  - (8) One headlight, one taillight, and one brake light shall be present and in place;
  - (9) Interior pedals shall be operational;
  - (10) Vehicle drive-ability must not be affected by any steering, suspension or body damage;
  - (11) Exhaust system shall be present and in place;



- (C) CONTRACTOR shall complete the following functional eligibility inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
  - (1) Insert key and start the vehicle engine using the keyed ignition system. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries;
  - (2) The vehicle shall be driven both forward and in reverse for a minimum of 25 feet under its own power;
- (D) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT-approved certificate of functional and equipment eligibility form.
- (E) Vehicles failing the requirements pursuant to Section 2(B) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle to correct all deficiencies.
- (F) Vehicles failing the requirements pursuant to Section 2(A) or 2(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test.

### **3. Vehicle Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed for the purpose of vehicle disposal after purchase according to the requirements of the California Vehicle Code, the regulations of the DMV, and any other applicable business code. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) Violation of any provision of these regulations by CONTRACTOR, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in California Health and Safety Code.

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling.
- (B) After the vehicle is purchased by the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle during the ten (10) day waiting period, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle. The CONTRACTOR is not obligated to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle or sell the vehicle if a mutually acceptable price cannot be negotiated.
- (D) If the CONTRACTOR sells a vehicle to an interested party:
  - (1) The CONTRACTOR shall send payment to DISTRICT in the amount to cover the Old Car Buy Back program vehicle purchase price;
  - (2) The CONTRACTOR shall not invoice the DISTRICT for the CONTRACTOR services for the vehicle; and
  - (3) The DISTRICT shall not claim any emission reductions for the vehicle.

#### **5. Parts Recycling**

- (A) Except as provided in Section 4, a vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way. Such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been punched, crushed, shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) Except as provided below, no parts may be removed, for sale or reuse, from any dismantled retired vehicle. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - a. The CONTRACTOR may separate ferrous and non-ferrous metals from a dismantled retired vehicle as a source of scrap metal only.
    - b. The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed by the State of California to handle batteries.
  - (3) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.

## 6. Records, Auditing and Enforcement

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address and phone number of registered owner if different from Section 6(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the eligibility requirements of Section 1(C);
  - (14) Reproduction of relevant smog check documentation;
  - (15) Any other pertinent data requested by DISTRICT or its agents (e.g. Old Car Buy Back program survey);
- (B) Upon request of DISTRICT or its agents the data contained in records required in Section 6(A)(1) through Section 6(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6(A)(1) through Section 6(A)(15) for a minimum period of three (3) years and shall make those records available to DISTRICT or its agents upon request.
- (D) DISTRICT or its agents may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT or its agents shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
  - (1) CONTRACTOR and its subcontractors shall allow DISTRICT or its agents to conduct announced and unannounced audits and inspections and shall cooperate fully.
- (E) CONTRACTOR shall handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- (F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR shall ensure payment is made to vehicle owner and all of the requirements are met.

ATTACHMENT C:  
COST SCHEDULE AND REIMBURSEMENT SCHEDULE

**1. Cost Schedule**

- (A) Payment to vehicle owner per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$1,000
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increases to the payment amount to vehicle owners, subject to the following restrictions: the payment amount shall not exceed \$1,250 per vehicle and the modified per vehicle payment shall apply to all vehicle owners from that date forward.
- (B) Payment to CONTRACTOR for services provided per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$250
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increase to the payment amount to CONTRACTORS for services provided per vehicle, subject to the following restrictions: the payment amount shall not exceed \$300 per vehicle payment and the modified payment shall apply to all CONTRACTORS from that date forward.

**2. Reimbursement Schedule**

- (A) While a DISTRICT Spending Authorization is in effect, CONTRACTOR shall invoice the DISTRICT for CONTRACTOR services described in 1(B) above as follows:
    - (1) No less frequently than every two months.
    - (2) CONTRACTOR shall not invoice DISTRICT unless a DISTRICT Spending Authorization is in effect.
  - (B) Invoice shall include all information necessary for the DISTRICT or its agents to verify the eligibility of the retired vehicles for which a reimbursement is sought.
  - (C) Each invoice shall be accompanied with a report with information on each vehicle purchased. The invoice report requirements are in Attachment D, (Contract Reports).
  - (D) Invoice eligible costs shall only consist of the CONTRACTOR fees as specified under Section 1(B).
  - (E) Invoice must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.
- 3. CONTRACTOR shall provide a cost breakdown for all eligible costs when requesting payment from the DISTRICT.**
- 4. Within thirty (30) days of receiving a complete invoice, DISTRICT or its agents will pay the CONTRACTOR for the costs claimed per Section 2(D).**

ATTACHMENT D:  
CONTRACT REPORTS

CONTRACTOR shall submit the following reports to DISTRICT in a DISTRICT-approved electronic format:

**1. Daily Report**

The Daily Report shall be submitted by the end of each day that the CONTRACTOR operates and handles transactions related to the Old Car Buy Back program. The Daily Report shall include the following information:

(A) Details for each vehicle that qualified for the Old Car Buy Back program:

- (1) Vehicle make;
- (2) Vehicle model;
- (3) Vehicle model year;
- (4) Vehicle license number;
- (5) Vehicle fuel type: gasoline or diesel.

**2. Invoice Report**

The Invoice Report shall be included with each invoice submittal to document vehicles purchased and contain the following information:

- (A) Date of vehicle purchase;
- (B) Vehicle make;
- (C) Vehicle model;
- (D) Vehicle model year;
- (E) Vehicle Identification Number (VIN);
- (F) Vehicle license number;
- (G) Odometer reading;
- (H) Vehicle fuel type: Gasoline or diesel;
- (I) Contact information for legal vehicle seller:
  - (1) Name;
  - (2) Address;
  - (3) City;
  - (4) ZIP Code;
  - (5) Phone Number;
- (J) Date of permanent vehicle dismantling;
- (K) Contact information for inspector assessing the vehicle's eligibility:
  - (1) Name;
  - (2) Business address;
  - (3) Phone number;
  - (4) Check number from payment to owner;
- (L) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;

- (M) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
- (N) Reproduction of written documentation from the DMV verifying that a vehicle meets the registration and Smog Check requirements of Section 1(C) and Section 1(F) of Attachment B (Program Requirements);
- (O) Reproduction of the Certificate of Vehicle Qualification, Equipment, and Function Eligibility documentation;
- (P) Reproduction of Notice of Release of Liability, Bill of Sale, and General Release and Waiver documentation;
- (Q) Reproduction of Certificate of Permanent Vehicle Dismantling documentation.

**3. Bank Statement**

- (A) The CONTRACTOR shall submit a reproduction of any bank statements used for the payment of vehicles that participate in the Old Car Buy Back program. The bank statements must include check numbers that correlate with the payments made to vehicle owners. The bank statements must be submitted to the DISTRICT with each invoice.

ATTACHMENT E:  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and the California Air Resources Board and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Contract. The indemnification provisions in this Contract shall survive any expiration or termination of this Contract.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – DISTRICT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. Primary Coverage – For any claims related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
4. Waiver of Subrogation Rights – CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with proof of insurance, original certificates and amendatory endorsements as required by this Contract. The proof of insurance, certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Contract. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Contract. Maintenance of required insurance coverage is a material element of the Contract and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of contract.
9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.
10. Special Risks or Circumstances – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

ATTACHMENT F:

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

**Sec. 2-94. - Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. No. 2946, § 1)

**Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.**

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the county obtains the consent of those parties.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for

recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1; Ord. No. 4413, § 1)

#### **Sec. 2-95.5. - Exceptions.**

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

#### **Sec. 2-96. - Purchase orders.**

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### **Sec. 2-97. - Affirmative action officer.**

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful

discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara.

(Ord. No. 2946, § 1)

**Sec. 2-98. - Youth group anti-discrimination.**

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

- (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
- (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
- (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

(b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.

(c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one. (Ord. No. 4434, § 1).

# ATTACHMENT G

## Bedlo, Inc. Professional Services Contract

August 20, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110

## **OLD CAR BUY BACK PROGRAM**

### **PROFESSIONAL SERVICES CONTRACT**

between

**The Santa Barbara County Air Pollution Control District**

and

**Bedlo, Inc. [AP202104]**

This Professional Services Contract, hereinafter referred to as "Contract", is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and Bedlo, Inc., hereinafter referred to as "CONTRACTOR."

#### **RECITALS**

**WHEREAS**, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing air quality attainment plans and measures to achieve and maintain state and federal ambient air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

**WHEREAS**, Santa Barbara County is designated as nonattainment for the state ambient air quality standard for particulate matter less than 10 microns in diameter ("PM<sub>10</sub>"), and, effective July 1, 2020, Santa Barbara County is designated as attainment for the state ambient air quality standard for ozone;

**WHEREAS**, oxides of nitrogen ("NO<sub>x</sub>") and reactive organic compounds ("ROC") are precursors to the formation of ozone and the generation of NO<sub>x</sub>, ROC, and PM<sub>10</sub> from internal combustion engines used in light-duty and medium-duty motor vehicles are a significant contributor to Santa Barbara's County's total emissions of these pollutants;

**WHEREAS**, the California Air Resources Board (CARB) has specified the program requirements that must be met by any Old Car Buy Back program to be eligible for Carl Moyer funds and those requirements are set forth in Attachment B (Program Requirements) to this Contract;

**WHEREAS**, DISTRICT has funds provided by CARB pursuant to the Carl Moyer Program and the California Department of Motor Vehicles (DMV) vehicle registration fee surcharge program, and wishes to utilize a portion of these funds for an Old Car Buy Back program to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements);

**WHEREAS**, CARB is an intended third-party beneficiary for the purposes of this Contract and, as such, CARB reserves the right to enforce the terms of this Contract to ensure emission reductions are obtained;

**WHEREAS**, CONTRACTOR represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the Scope of Work attached to

this Contract as Attachment A (Scope of Work), and will not commence these activities until this Contract is fully executed;

**WHEREAS**, DISTRICT or its agents has reviewed CONTRACTOR's qualifications and Scope of Work and has selected CONTRACTOR for the DISTRICT's Old Car Buy Back program at an amount determined by the District Board of Directors; and

**NOW, THEREFORE**, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and CONTRACTOR as follows:

## **CONTRACT TERMS AND CONDITIONS**

### **1. Obligations to be Performed Under this Contract**

Within the time specified in Section 2 (Time of Performance), CONTRACTOR shall perform all obligations described in this Contract and set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated herein by reference. Said Scope of Work shall fully implement and comply with all the program requirements of the California Air Resources Board, which are attached hereto as Attachment B and incorporated herein by reference.

CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

### **2. Time of Performance**

This Contract shall commence on the date of signing by CONTRACTOR and DISTRICT Board of Directors. The contract term shall be five (5) years unless terminated sooner in accordance with Section 12 (Termination).

### **3. Contract Funding**

DISTRICT hereby agrees to provide funds to CONTRACTOR in the amount not to exceed \$1,000,000 for the CONTRACTOR to purchase and permanently retire qualified passenger cars or light-duty trucks as described in Attachment B (Program Requirements). CONTRACTOR shall invoice DISTRICT as described in Attachment C (Cost Schedule and Reimbursement Schedule). CONTRACTOR shall provide DISTRICT any information necessary to verify the accuracy of the invoice. DISTRICT or its agents will pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's invoice. All invoices or other payment documents must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.

### **4. Non-Partnership**

This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

5. Status of CONTRACTOR

CONTRACTOR shall perform all services under this Contract as an independent contractor and not as employees, officers or agents of DISTRICT or the County of Santa Barbara.

6. Records

CONTRACTOR shall keep and provide to DISTRICT or its agents and CARB or its agents upon request, accurate financial records necessary to enable DISTRICT and CARB to review CONTRACTOR's performance of this Contract. These records shall demonstrate the contract funding has been used to meet the requirements specified in Attachment A (Scope of Work) and Attachment B (Program Requirements). CONTRACTOR shall maintain all such records for at least three (3) years after the termination of this Contract.

7. Contract Reporting

CONTRACTOR shall submit report(s) to DISTRICT in accordance with the schedule and format specified in Attachment D (Contract Reports). Should CONTRACTOR fail to submit any required reports to DISTRICT, CONTRACTOR shall be subject to DISTRICT audit inspection. Any DISTRICT audit inspections shall not relieve CONTRACTOR of its obligation to submit all required reports.

8. Audit and Review

DISTRICT or its agents and CARB or its agents shall have the right to audit and review the records identified in Section 6 (Records), maintained by CONTRACTOR pursuant to the terms of this Contract to the extent necessary to verify the contract funding has been used in accordance with the terms of this Contract. Any such audit and review will be conducted by DISTRICT or CARB auditors or, at CONTRACTOR's option and expense, by a mutually acceptable third-party accounting firm.

9. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Attachment E (Standard Indemnification and Insurance Provisions) attached hereto and incorporated herein by reference.

10. Nondiscrimination Clause

CONTRACTOR shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment F (County of Santa Barbara Unlawful Discrimination Ordinance) and incorporated herein by reference.

11. Rights to Emission Reductions

CONTRACTOR affirmatively certifies to DISTRICT that the project described in Attachment A (Scope of Work) is not required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect. CONTRACTOR transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the purchase and permanently retire qualified passenger cars or light-duty trucks purchased by the CONTRACTOR. CONTRACTOR shall not use or attempt to use the



emission reductions achieved by the permanent destruction of the vehicles. CONTRACTOR hereby fully and completely relinquishes any such rights.

## 12. Termination

- a) DISTRICT may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by CONTRACTOR during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

DISTRICT may terminate this Contract for cause should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by CONTRACTOR.

DISTRICT may seek whatever legal, equitable, and other remedies available under State law for CONTRACTOR's failure to comply and fully perform under the Grant Agreement.

- b) CONTRACTOR may terminate its obligation to purchase and permanently retire qualified passenger cars or light-duty trucks funded under this Contract for good cause. Notice of termination shall be in writing and shall be effective upon completion of the terms of Section 12 (Termination). Such notice shall terminate CONTRACTOR's obligation under Section 1 (Obligations to be Performed Under this Contract) and Section 2 (Time of Performance) of this Contract. Upon termination, CONTRACTOR shall fulfill the terms in Section 30 (Deposit).

## 13. Conflict of Interest

CONTRACTOR understands and acknowledges that the funds awarded under this Contract may only be awarded to CONTRACTOR in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code section 87100 *et seq.* CONTRACTOR understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows they have a financial interest.

For the purposes of this provision, a "public official" is any person employed at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Contract.

For the purposes of this provision, "CONTRACTOR" includes CONTRACTOR and CONTRACTOR's subcontractors and employees, business associates and business partners (including all personnel named in CONTRACTOR's proposal) who will receive a financial benefit from this Contract.

CONTRACTOR represents and warrants that a "conflict of interest" did not exist during the process that led to the award of this Contract. A conflict of interest exists if any of the following are true:

- a) CONTRACTOR is a business entity in which a public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

- b) CONTRACTOR has been a source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by, or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.
- c) CONTRACTOR is a business entity in which a public official is a director, officer, partner, trustee, employee, or holds any position of management;
- d) CONTRACTOR has been a donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred seventy dollars (\$470) or more in value provided or promised to a public official within 12 months prior to CONTRACTOR's submission of an application to DISTRICT for this Contract award.

CONTRACTOR shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Contract. The DISTRICT may, in its sole discretion, decline to award or may terminate the Contract to CONTRACTOR if a conflict of interest existed prior to the full execution of this Contract. Failure of CONTRACTOR to comply with this provision shall be a material breach of this Contract and shall, at the DISTRICT's discretion, result in a total forfeiture of all Contract funds received under this Contract. CONTRACTOR shall also be liable to DISTRICT for treble damages of the amount of the Contract and DISTRICT's reasonable attorney's fees in any litigation necessary to enforce this provision.

#### 14. Taxes

CONTRACTOR shall be responsible for payment of all taxes due as a result of the Contract. CONTRACTOR shall provide DISTRICT with their Federal Tax Identification Number or Social Security Number prior to DISTRICT payment of Contract funds.

#### 15. Program Information and Logos

At the option of DISTRICT or its agents CONTRACTOR shall allow the placement of a DISTRICT logo or other program-related information on project facilities or equipment. The placement of the information will be determined by DISTRICT or its agents.

#### 16. Public Education

CONTRACTOR, upon request of DISTRICT or its agents will participate in and assist with a one-day public education and demonstration concerning CONTRACTOR's project. CONTRACTOR will allow reasonable access by DISTRICT or its agents and the public to project facilities and equipment during this demonstration.

#### 17. Remedies Not Exclusive

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### 18. Publication

DISTRICT or its agents shall have the right of prior written approval of any document that shall be disseminated to the public by CONTRACTOR in which CONTRACTOR

utilized information obtained from DISTRICT in connection with performance under this Contract.

Any advertising conducted by the CONTRACTOR for the purpose of recruiting vehicle owners to sell their cars into the program shall not contain any language stating that the program is anything but voluntary for the consumer or that the program is affiliated with or is operated by the State of California.

Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to the Contract, shall be part of DISTRICT's public record. CONTRACTOR may use or publish, at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the DISTRICT. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of DISTRICT. DISTRICT, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. DISTRICT has not approved or disapproved this report, nor has DISTRICT passed upon the accuracy or adequacy of the information contained herein."

CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

#### 19. Waivers

The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law.

#### 20. Amendment

This Contract may only be amended in writing executed by DISTRICT Board and CONTRACTOR or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer and CONTRACTOR.

#### 21. California Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of California. All obligations created under this Contract are performable in California.

#### 22. Non-Assignment

This Contract shall not be assigned by CONTRACTOR without the prior written consent of the Air Pollution Control Officer. In the event CONTRACTOR desires to sell or transfer its business to another operator, CONTRACTOR shall promptly notify the Air Pollution Control Officer and shall provide the potential buyer or other transferee with a copy of this Contract. The buyer or other transferee must agree in writing to abide by the terms of this Contract prior to CONTRACTOR closing any such sale or other transfer.

23. Contract Integrated

This Contract represents the entire and integrated Contract between DISTRICT and CONTRACTOR and supersedes any and all other negotiations, representations, and/or Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding.

24. Conflicts Between Contract and Incorporated Attachments

With the exception of the County's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) that are incorporated into this Contract by reference, conflict with any provision contained in this Contract, the provision of this Contract shall take precedence and govern.

25. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

26. Unusual Circumstances

The parties shall be excused from performing their respective obligations under this Contract in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, pandemic, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

27. California Air Resources Board as Third-Party Beneficiary

CONTRACTOR acknowledges that CARB Funds or California DMV vehicle registration fee surcharge program funds may be provided for this Contract by the State of California through the administration and oversight of CARB. CARB shall be a third-party beneficiary for the purposes of this Contract and, as such, CARB shall have the right to enforce the terms of this Contract, including seeking whatever legal, equitable and other remedies are available under State law for CONTRACTOR's failure to fully perform under this Contract.

## 28. Point of Contact

All notices referenced in this Contract shall be in writing and shall be given by first-class mail and/or via email and shall be addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

### **CONTRACTOR**

Bedlo, Inc.  
3052 Harris Grade Road  
Lompoc, CA 93436  
Attn: Alec Smith  
[SmithAlec20@yahoo.com](mailto:SmithAlec20@yahoo.com)  
805-733-2521

### **DISTRICT**

Santa Barbara County Air Pollution Control District  
260 North San Antonio Rd., Suite A  
Santa Barbara, California 93110  
Attn: Jim Fredrickson  
[FredricksonJ@sbcapcd.org](mailto:FredricksonJ@sbcapcd.org)  
805-961-8892

## 29. Spending Authorization

CONTRACTOR shall not perform any work under this Contract until CONTRACTOR is provided Spending Authorization from DISTRICT by a Spending Authorization Letter signed by the Air Pollution Control Officer, in an amount not to exceed \$100,000. Such authorization shall specify the time period and the amount of Contract funding that CONTRACTOR may expend during specified time period. Once the time period of the written authorization expires, CONTRACTOR shall not spend any additional funds until a new Spending Authorization is provided by the Air Pollution Control Officer.

## 30. Deposit

At the time of issuance of a Spending Authorization by DISTRICT pursuant to Section 29 (Spending Authorization), DISTRICT or its agents shall deposit funds into a CONTRACTOR owned, Federal Deposit Insurance Corporation-insured, non-interest bearing, joint bank account to cover projected vehicle purchase costs for the specified time period established in the Spending Authorization. The joint bank account will have CONTRACTOR as primary owner and DISTRICT as secondary owner. Both CONTRACTOR and DISTRICT shall have full real-time access to the joint bank account. CONTRACTOR shall access the joint bank account for the sole purpose of making payments to qualified Old Car Buy Back program participants.

CONTRACTOR shall utilize said funds to pay the owners of vehicles purchased pursuant to Attachment B (Program Requirements) and Attachment C (Cost Schedule and Reimbursement Schedule) of this contract. CONTRACTOR shall not pay out any funds unless approved by a DISTRICT Spending Authorization.

If this Contract is terminated pursuant to Section 12 (Termination), DISTRICT, or its agents, shall withdraw the balance of the deposit within thirty (30) days of termination.

## 31. Stop Work Order

Notwithstanding any Spending Authorization(s) provided pursuant to Section 29 (Spending Authorization) of this Contract, the Air Pollution Control Officer may, in its sole discretion, require CONTRACTOR to cease any expenditure of funds that are reimbursable under this Contract for convenience by giving forty-eight (48) hours prior written notice to CONTRACTOR. CONTRACTOR shall not incur any unnecessary expenses or costs that are reimbursable under this Contract during this forty-eight-hour period except those absolutely necessary to close out all activities related to the Contract. Any other charges incurred by

CONTRACTOR during this forty-eight-hour period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer. The Air Pollution Control Officer may rescind such stop work order by providing written notice to CONTRACTOR.

32. Debarment and Suspension

CONTRACTOR certifies to DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

33. Execution of Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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This Professional Services Contract between Santa Barbara County Air Pollution Control District and Bedlo, Inc. was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY  
AIR POLLUTION CONTROL DISTRICT

**ATTEST:**

AERON ARLIN GENET  
Clerk of the Board

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
Santa Barbara County Counsel

By Rachel Van Mullem  
Rachel Van Mullem (Aug 14, 2020 09:16 PDT)  
District Counsel

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

CONTRACTOR:  
BEDLO, INC.

By Theron Smith  
Theron Smith, Owner

Date 8-5-20

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
Risk Manager

By Ray Aromatorio  
Risk Manager

**APPROVED AS TO FORM:**

BETSY M. SHAFFER, CPA  
Auditor-Controller

By C. Edin  
Deputy

ATTACHMENT A:  
SCOPE OF WORK



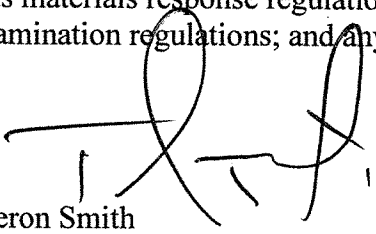
Dear Santa Barbara County APCD,

We are interested in becoming a part of the District's Old Car Buy Back Program. To be considered as an operating partner with this program, we acknowledge that a Scope of Work must be submitted that provides detailed information about our company and our capabilities to implement program requirements. This letter is our Scope of Work.

- 1) Bedlo, Inc is located at 3052 Harris Grade Road in Lompoc. This is the first time the dismantling facility will be part of the Old Car Buy Back program, but I have 9 years of experience in the dismantling business.
- 2) Alec Smith will be in charge of managing the day-to-day operation of the program. We have 2 employees involved in the operation of the Buy Back Program. All of the employees involved have at least 20 years experience.
- 3) Bedlo will verify that vehicles meet the program's eligibility requirements as follows:
  - a. Vehicle owners will provide proof of vehicle registration to an address within Santa Barbara County for 24 months prior to the sale date.
  - b. Vehicle owners will provide proof of Smog Checks performed on the vehicle.
  - c. Staff members will conduct a vehicle function and equipment eligibility inspection according to program requirements and using District approved forms.
  - d. All District approved forms will be submitted to the District as directed by District staff.
- 4) To perform the dismantling, Bedlo will use a mobile crusher that comes to the site every 1-2 months. The company is SA Recycling located at 2000 E Brundage Lane in Bakersfield, CA, and the company will maintain the necessary registrations in compliance with all air quality regulations. The vehicles will then be able to be fully dismantled on-site. During the ten-day vehicle waiting period, the vehicles will be stored in a 4,000 square foot designated area on the eastern edge of the property.
- 5) To meet the financial requirements for the program, a new joint checking account will be established with Bedlo Inc listed as the primary owner and the District listed as the secondary owner. From this account, we will reimburse the program participants and the District can replenish the account on an as needed basis. By having a joint account, the District will have full, real-time access to the account and will be able to review all transactions and bank statements.
- 6) We will send weekly records of purchased vehicles to the District. We acknowledge that the 10-day waiting period to dismantle a vehicle does not begin until the District is notified of the vehicle purchase. We will then invoice the District periodically for the contractor processing fees.
- 7) We will keep all of the program records separate from other business records for the facility. All records would be made available for review by any program personnel. We are required as licensed dismantlers by the DMV to keep vehicle records for seven years.

- 8) Our facility maintains an existing liability and workers compensation policy. The Santa Barbara County Air Pollution Control District and the California Air Resources Board will be added as an "additionally insured" on our liability insurance policy.
- 9) Bedlo is in compliance with all program licensing requirements. Copies of DMV dismantler license and City of Lompoc business licenses have been provided to the District. These licenses will be maintained throughout the term of the contract and copies of license renewals will be forwarded to the District.

I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge. Under penalty of perjury, I certify compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable District rules.



Theron Smith  
Owner, Bedlo Inc

**Dismantler License:**

## Occupational License Status Information System

Following is the result of your search

**Main Location Information**

BEDLO INC  
3052 HARRIS GRADE RD LOMPOC,  
CA 93436

Tel: (805)733-2521

Location Opened : 10/06/1992

Location Closed:

Licensed to Provide, Automobile Dismantler.  
Offer or Sell:

**License Information**

License No.: 09375

License First Issued: 03/22/1950

Operator or Contact:

Owner of Business: BEDLO INC

Mailing Address:

Other Business Name:

**License Information**

Status of License

Valid

Current Admin Actions


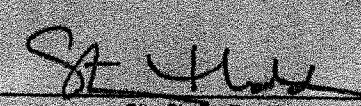
None

Prior Admin Actions

None

*Help us improve our online services. Please take a moment to complete a brief Survey.*

**Business License:**

		<b>Non-Transferable.</b> The Certificate holder must comply with all statutes, ordinances and applicable laws.	
<b>Business Name:</b>	Bedlo, Inc.	<b>Tax Account No.:</b>	000134
<b>Business Location:</b>	3052 Harris Grade Lompoc, CA 93436	<b>Effective Date:</b>	June 19, 2020
<b>Owner(s) Name:</b>	Theron J. Smith	<b>Expiration Date:</b>	June 30, 2021
<b>BEDLO, INC</b> 2125 1/2 N H ST LOMPOC, CA 93436		<b>Description:</b>	Wrecking Yard
POST IN A CONSPICUOUS PLACE (Non-Transferable)		 City Clerk - Deputy	

ATTACHMENT B:  
PROGRAM REQUIREMENTS

CONTRACTOR will purchase and scrap eligible vehicles in compliance with the following requirements and procedures and in compliance with the California Air Resources Board (CARB) Voluntary Accelerated Vehicle Retirement regulations, California Code of Regulations, Title 13, Sections 2601, *et. seq.*, (the "VAVR Regulations"). The CONTRACTOR shall contact the DISTRICT with any questions or issues regarding vehicle eligibility requirements. DISTRICT or its agents may not reimburse CONTRACTOR for the purchase of any vehicle and fees for services associated with that purchase if such vehicle fails to meet the following requirements:

**1. Vehicle Eligibility Requirements**

All vehicles scrapped as a part of the Old Car Buy Back program shall meet the VAVR Regulations. In addition, CONTRACTOR shall only purchase and scrap vehicles meeting the following status requirements:

- (A) Participation shall be entirely voluntary for vehicle owners.
- (B) The vehicle must be a 1997 Model Year or older diesel or gasoline-powered passenger car or light-duty truck up to 10,000 pounds gross vehicle weight. The Model Year may be changed at the Air Pollution Control Officer's discretion to a more recent model year if it meets the cost-effectiveness threshold established in CARB guidelines. Should the Air Pollution Control Officer choose to change the model year, the DISTRICT or its agents will notify the CONTRACTOR in writing and will provide updated program forms.
- (C) The vehicle must be currently registered with the Department of Motor Vehicles (DMV) as an operable vehicle and must have been registered for at least twenty-four (24) months prior to the final date of sale to the Old Car Buy Back program to an address, or addresses, within Santa Barbara County.
  - (1) Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered. Currently, diesel-powered vehicles 1998 model year and older and gasoline-powered vehicles 1975 model year and older are exempt from Smog Check and are not required to pass a Smog Check test to be eligible.
  - (2) A vehicle may also be eligible if the owner of the vehicle placed the vehicle in planned non-operational status per Vehicle Code Section 4604, *et seq.*, for a total of two (2) or fewer months during the continuous twenty-four (24) month registration period, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (3) A vehicle may also be eligible if the registration has lapsed for less than 181 days during the previous twenty-four (24) months and all appropriate registration fees and late penalties have been paid to the DMV, provided that the vehicle has an active and operational registration for at least ninety (90) days prior to the date of sale to the Old Car Buy Back program.
  - (4) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle, obtained from DMV records or copies of the applicable vehicle registration certificates.

- (D) The vehicle shall not be operating under a Smog Check repair cost waiver or economic hardship extension.
- (E) If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle shall pass the inspection without receiving a repair cost waiver or economic hardship extension prior to acceptance by the Old Car Buy Back program. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a Bureau of Automotive Repair (BAR) licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the CONTRACTOR performing the functional and equipment eligibility inspection.
- (F) Vehicles that have a tampered emissions control system (missing, modified, or disconnected components) shall not be eligible for acceptance in the Old Car Buy Back Program.
- (G) If a vehicle volunteered for retirement is within sixty-one (61) days to ninety (90) days of its next required Smog Check inspection, the CONTRACTOR shall verify that the vehicle has not failed a Smog Check inspection during this time frame using the following web site: [www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx](http://www.bar.ca.gov/pubwebquery/Vehicle/PubTstQry.aspx)
- (H) The vehicle must pass functional and equipment eligibility inspections as specified in the VAVR Regulation.

## **2. Vehicle Functional and Equipment Eligibility Inspection**

CONTRACTOR will only scrap vehicles meeting the following requirements. The vehicle functional and equipment eligibility inspection must be conducted on-site at CONTRACTOR's facility using DISTRICT approved forms. The following elements shall be included in the inspection:

- (A) The vehicle must have been driven to the inspection site under its own power. If CONTRACTOR has knowledge that a vehicle was towed or pushed for any portion of the trip to the inspection site, then CONTRACTOR shall not approve the vehicle for eligibility into the Old Car Buy Back program.
- (B) CONTRACTOR must inspect the vehicle to ensure it meets the following equipment eligibility requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (1) All doors must be present and in place;
  - (2) The hood shall be present and in place;
  - (3) The dashboard shall be in place;
  - (4) Front windshield shall be present and in place;
  - (5) One side window glass shall be present and in place;
  - (6) Driver's seat shall be present and in place;
  - (7) One bumper and all side and/or quarter panels shall be present and in place;
  - (8) One headlight, one taillight, and one brake light shall be present and in place;
  - (9) Interior pedals shall be operational;
  - (10) Vehicle drive-ability must not be affected by any steering, suspension or body damage;
  - (11) Exhaust system shall be present and in place;

- (C) CONTRACTOR shall complete the following functional eligibility inspection, and shall reject the vehicle if the vehicle fails to complete the following test:
  - (1) Insert key and start the vehicle engine using the keyed ignition system. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries;
  - (2) The vehicle shall be driven both forward and in reverse for a minimum of 25 feet under its own power;
- (D) Upon satisfactory completion of the inspection, CONTRACTOR will issue a DISTRICT-approved certificate of functional and equipment eligibility form.
- (E) Vehicles failing the requirements pursuant to Section 2(B) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle to correct all deficiencies.
- (F) Vehicles failing the requirements pursuant to Section 2(A) or 2(C) may be retested by CONTRACTOR for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test.

### **3. Vehicle Buy Back Program Contractor Requirements**

- (A) CONTRACTOR must be an auto dismantler, licensed for the purpose of vehicle disposal after purchase according to the requirements of the California Vehicle Code, the regulations of the DMV, and any other applicable business code. CONTRACTOR must have a permanent dismantling facility located in Santa Barbara County and all vehicle disposal activities conducted pursuant to this Contract must be performed at that facility.
- (B) At least thirty (30) days prior to commencing operations as an Enterprise Operator for the Old Car Buy Back Program, CONTRACTOR shall provide DISTRICT, in writing, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include CONTRACTOR's name and business address; a written statement from CONTRACTOR under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other information requested in applicable DISTRICT rules.
- (C) For a vehicle purchased as part of the Old Car Buy Back program, the CONTRACTOR shall verify that the vehicle meets the vehicle registration eligibility and functional equipment eligibility requirements.
- (D) At time of final sale of a vehicle to the Old Car Buy Back program, CONTRACTOR must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- (E) Violation of any provision of these regulations by CONTRACTOR, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in California Health and Safety Code.

#### **4. Offering Vehicles to the Public**

- (A) The CONTRACTOR must inform the DISTRICT of any vehicles that are offered for sale into the Old Car Buy Back program and ready for dismantling.
- (B) After the vehicle is purchased by the Old Car Buy Back program, the CONTRACTOR must wait a minimum of ten (10) days before submitting a Report of Vehicle to be Dismantled and Notice of Acquisition (REG-42) to the DMV.
- (C) If an interested person from the public contacts the CONTRACTOR regarding purchasing a vehicle during the ten (10) day waiting period, then the CONTRACTOR must hold the vehicle for at least another seven (7) days. During this extended seven (7) day waiting period, the CONTRACTOR shall arrange for the interested person to examine the vehicle, and if appropriate, negotiate the sale of the vehicle. The CONTRACTOR is not obligated to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle or sell the vehicle if a mutually acceptable price cannot be negotiated.
- (D) If the CONTRACTOR sells a vehicle to an interested party:
  - (1) The CONTRACTOR shall send payment to DISTRICT in the amount to cover the Old Car Buy Back program vehicle purchase price;
  - (2) The CONTRACTOR shall not invoice the DISTRICT for the CONTRACTOR services for the vehicle; and
  - (3) The DISTRICT shall not claim any emission reductions for the vehicle.

#### **5. Parts Recycling**

- (A) Except as provided in Section 4, a vehicle purchased as part of the Old Car Buy Back program, must be permanently destroyed by CONTRACTOR within ninety (90) days of the date it is sold to CONTRACTOR, and may not be resold to the public or put into operation in any way. Such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
  - (1) The vehicle will be considered destroyed when it has been punched, crushed, shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by CONTRACTOR for the purposes of dismantling.
  - (2) Except as provided below, no parts may be removed, for sale or reuse, from any dismantled retired vehicle. The only allowable use for any retired vehicle is as a source of scrap metal and other scrap material:
    - a. The CONTRACTOR may separate ferrous and non-ferrous metals from a dismantled retired vehicle as a source of scrap metal only.
    - b. The CONTRACTOR may sell tires and batteries to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the service of a registered tire hauler/recycler. Battery recyclers must be registered and licensed by the State of California to handle batteries.
  - (3) All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with all applicable federal, state and local regulations including but not limited to local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.

## **6. Records, Auditing and Enforcement**

The following requirements for records, auditing, and enforcement shall be met:

- (A) CONTRACTOR shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the Old Car Buy Back program:
  - (1) Vehicle Identification Number (VIN);
  - (2) Vehicle license plate number;
  - (3) Vehicle model year;
  - (4) Vehicle odometer reading;
  - (5) Vehicle make and model;
  - (6) Name, address and phone number of legal owner selling vehicle to the CONTRACTOR;
  - (7) Name, address and phone number of registered owner if different from Section 6(A)(6);
  - (8) Date of purchase of vehicle by CONTRACTOR;
  - (9) Date of vehicle retirement;
  - (10) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;
  - (11) Reproduction of the applicable certificate of functional and equipment eligibility;
  - (12) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
  - (13) Reproduction of written documentation from the DMV verifying that a vehicle meets the eligibility requirements of Section 1(C);
  - (14) Reproduction of relevant smog check documentation;
  - (15) Any other pertinent data requested by DISTRICT or its agents (e.g. Old Car Buy Back program survey);
- (B) Upon request of DISTRICT or its agents the data contained in records required in Section 6(A)(1) through Section 6(A)(15) shall be transmitted to DISTRICT in a DISTRICT approved electronic format, in lieu of paper copies.
- (C) CONTRACTOR shall maintain copies of the information listed in Section 6(A)(1) through Section 6(A)(15) for a minimum period of three (3) years and shall make those records available to DISTRICT or its agents upon request.
- (D) DISTRICT or its agents may conduct announced and unannounced audits and on-site inspections of the CONTRACTOR's operations to ensure operations are being conducted according to all applicable rules and regulations. DISTRICT or its agents shall notify any noncompliant CONTRACTOR of the nature of the violation and shall initiate any enforcement or remedial action necessary.
  - (1) CONTRACTOR and its subcontractors shall allow DISTRICT or its agents to conduct announced and unannounced audits and inspections and shall cooperate fully.
- (E) CONTRACTOR shall handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- (F) At the time of final sale of the vehicle to the Old Car Buy Back Program, CONTRACTOR shall ensure payment is made to vehicle owner and all of the requirements are met.



ATTACHMENT C:  
COST SCHEDULE AND REIMBURSEMENT SCHEDULE

**1. Cost Schedule**

- (A) Payment to vehicle owner per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$1,000
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increases to the payment amount to vehicle owners, subject to the following restrictions: the payment amount shall not exceed \$1,250 per vehicle and the modified per vehicle payment shall apply to all vehicle owners from that date forward.
- (B) Payment to CONTRACTOR for services provided per vehicle purchased pursuant to this Contract:
  - (1) Initial payment amount: \$250
  - (2) Payment modification: The Air Pollution Control Officer has authority to make periodic increase to the payment amount to CONTRACTORS for services provided per vehicle, subject to the following restrictions: the payment amount shall not exceed \$300 per vehicle payment and the modified payment shall apply to all CONTRACTORS from that date forward.

**2. Reimbursement Schedule**

- (A) While a DISTRICT Spending Authorization is in effect, CONTRACTOR shall invoice the DISTRICT for CONTRACTOR services described in 1(B) above as follows:
    - (1) No less frequently than every two months.
    - (2) CONTRACTOR shall not invoice DISTRICT unless a DISTRICT Spending Authorization is in effect.
  - (B) Invoice shall include all information necessary for the DISTRICT or its agents to verify the eligibility of the retired vehicles for which a reimbursement is sought.
  - (C) Each invoice shall be accompanied with a report with information on each vehicle purchased. The invoice report requirements are in Attachment D, (Contract Reports).
  - (D) Invoice eligible costs shall only consist of the CONTRACTOR fees as specified under Section 1(B).
  - (E) Invoice must include the assigned DISTRICT contract number. Failure to properly reference this contract number may result in a delay of payment.
- 3. CONTRACTOR shall provide a cost breakdown for all eligible costs when requesting payment from the DISTRICT.**
- 4. Within thirty (30) days of receiving a complete invoice, DISTRICT or its agents will pay the CONTRACTOR for the costs claimed per Section 2(D).**

ATTACHMENT D:  
CONTRACT REPORTS

CONTRACTOR shall submit the following reports to DISTRICT in a DISTRICT-approved electronic format:

**1. Daily Report**

The Daily Report shall be submitted by the end of each day that the CONTRACTOR operates and handles transactions related to the Old Car Buy Back program. The Daily Report shall include the following information:

(A) Details for each vehicle that qualified for the Old Car Buy Back program:

- (1) Vehicle make;
- (2) Vehicle model;
- (3) Vehicle model year;
- (4) Vehicle license number;
- (5) Vehicle fuel type: gasoline or diesel.

**2. Invoice Report**

The Invoice Report shall be included with each invoice submittal to document vehicles purchased and contain the following information:

- (A) Date of vehicle purchase;
- (B) Vehicle make;
- (C) Vehicle model;
- (D) Vehicle model year;
- (E) Vehicle Identification Number (VIN);
- (F) Vehicle license number;
- (G) Odometer reading;
- (H) Vehicle fuel type: Gasoline or diesel;
- (I) Contact information for legal vehicle seller:
  - (1) Name;
  - (2) Address;
  - (3) City;
  - (4) ZIP Code;
  - (5) Phone Number;
- (J) Date of permanent vehicle dismantling;
- (K) Contact information for inspector assessing the vehicle's eligibility:
  - (1) Name;
  - (2) Business address;
  - (3) Phone number;
  - (4) Check number from payment to owner;
- (L) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the Old Car Buy Back program;

- (M) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (DMV REG-42 form);
- (N) Reproduction of written documentation from the DMV verifying that a vehicle meets the registration and Smog Check requirements of Section 1(C) and Section 1(F) of Attachment B (Program Requirements);
- (O) Reproduction of the Certificate of Vehicle Qualification, Equipment, and Function Eligibility documentation;
- (P) Reproduction of Notice of Release of Liability, Bill of Sale, and General Release and Waiver documentation;
- (Q) Reproduction of Certificate of Permanent Vehicle Dismantling documentation.

**3. Bank Statement**

- (A) The CONTRACTOR shall submit a reproduction of any bank statements used for the payment of vehicles that participate in the Old Car Buy Back program. The bank statements must include check numbers that correlate with the payments made to vehicle owners. The bank statements must be submitted to the DISTRICT with each invoice.

ATTACHMENT E:  
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and the California Air Resources Board and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Contract. The indemnification provisions in this Contract shall survive any expiration or termination of this Contract.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – DISTRICT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. Primary Coverage – For any claims related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
4. Waiver of Subrogation Rights – CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
7. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with proof of insurance, original certificates and amendatory endorsements as required by this Contract. The proof of insurance, certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Contract. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Contract. Maintenance of required insurance coverage is a material element of the Contract and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of contract.
9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that DISTRICT is an additional insured on insurance required from subcontractors.
10. Special Risks or Circumstances – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

ATTACHMENT F:

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

**Sec. 2-94. - Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. No. 2946, § 1)

**Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.**

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the county obtains the consent of those parties.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for

recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1; Ord. No. 4413, § 1)

#### **Sec. 2-95.5. - Exceptions.**

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

#### **Sec. 2-96. - Purchase orders.**

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### **Sec. 2-97. - Affirmative action officer.**

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful



discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara.

(Ord. No. 2946, § 1)

**Sec. 2-98. - Youth group anti-discrimination.**

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

- (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
- (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
- (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

(b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.

(c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one. (Ord. No. 4434, § 1).