

Attachment 2-Master Service Agreements FY2025-2026

1. Bright Places, Inc.
2. SM Tire

1. Bright Places, Inc.

Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Bright Places, Inc.

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Bright Places, Inc., a California corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 20356 Julia Ln, Santa Clarita, CA 91350.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Rafael Reyez, whose phone number is 805-568-2692, and whose email address is rreyez@countyofsb.org, is the representative of COUNTY ("COUNTY Representative") and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY Representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Only the COUNTY Representative and the COUNTY Chief Procurement Officer shall be authorized to order Services and approve reimbursement of expenses hereunder, and each such order must be in writing signed by such COUNTY Representative or the COUNTY Chief Procurement Officer. LaVada English, whose phone number is 747-242-0748, and whose email address is lavad@brgtplaces.com, is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:	Rafael Reyez General Services, Procurement Services 260 N San Antonio Rd Santa Barbara, CA 93110
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To CONTRACTOR:	LaVada English, Bright Places, Inc. 20356 Julia Ln Santa Clarita, CA 91350
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If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set forth in statement of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statement of Work attached hereto as Exhibit A-1, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statement of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

4. TERM

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall not copy, reproduce, distribute, or use CONTRACTOR's proprietary materials beyond the specific department and project for which they were originally provided under this agreement. CONTRACTOR's content is licensed solely for the internal use of the designated COUNTY department(s) engaged in the contracted project. Use of CONTRACTOR's materials by other COUNTY departments, for different projects, or beyond the agreed scope, requires prior written consent from CONTRACTOR and may be subject to additional licensing fees. All proprietary content and intellectual property developed by CONTRACTOR prior to or during this engagement remain the exclusive property of CONTRACTOR. CONTRACTOR shall not disclose to any third party any materials developed specifically for COUNTY without COUNTY's prior written consent.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed electronically and 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.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, 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.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. REQUIRED FEDERAL PROVISIONS

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

33. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E hereto, on the one hand ("County's terms"), and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

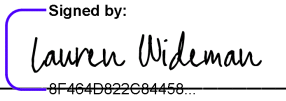
Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

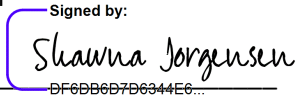
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

By: 
Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 09/09/2025

Minute Order Number:

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: _____
Chief Procurement Officer

CONTRACTOR:

Bright Places, Inc.

By: 
Authorized Representative

Name: LaVada English

Title: Owner, CEO

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

EXHIBIT A-1
GENERAL STATEMENT OF WORK
Bright Places, Inc.

COMPANY DESCRIPTION:

CONTRACTOR is a learning and development firm specializing in leadership and team synergy education. CONTRACTOR will perform a variety of services, including conflict resolution, leadership training, HR strategies, and more. CONTRACTOR will create a lasting positive impact through comprehensive and practical solutions designed to build stronger COUNTY teams and leaders.

1. SUMMARY OF SOLUTIONS:

CONTRACTOR will provide the COUNTY with a comprehensive suite of solutions designed to enhance leadership, resolve conflicts, and improve team performance. Services to be provided to COUNTY by CONTRACTOR hereunder include customized leadership training (both in-person and online), strategic planning workshops, and one-on-one executive coaching, and additional team relation focused projects.

2. FEE SCHEDULE

*** Up to 30 Participants per Learning Sessions and Retreats**

Service	Description	Duration/Time Frame	Price	Unit/Quantity
Online Training	Live instructor-led online training to enhance skills and team dynamics.	1 to 3 hours	\$1,900	Per session
In-Person Training	In-person training focused to enhance skills and team dynamics.	1 to 3 hours	\$2,500	Per session
Pre-Course Assessments	Assessments and surveys to measure team dynamics.	N/A	\$20-\$150	Per person
Conflict Mediation	Comprehensive mediation service, including pre-mediation meetings, facilitated session.	1 hour	\$500	Per hour
One-on-One Coaching	Individual coaching sessions, including pre-coaching assessments and follow-up documentation.	1 hour	\$500	Per hour
In-Person Retreat	Retreat designed to build skills and strengthen team collaboration.	1 to 3 hours	\$2,500 *plus travel expenses	Per session
Strategic Planning Workshop	Organizational planning session with strategic planning report.	1 to 3 hours	\$3,500	Per session
Employee Handbooks and Research Reports (Up to 100 pages)	Customized employee handbooks or HR research reports to support policy development.	N/A	\$4,500	Per report
Special Reports and Guidebooks	Tailored HR reports or guidebooks based on specific team needs.	N/A	\$75	Per hour
Online Learning Platform Access	Access to Bright Places' online learning platform for leadership and HR courses.	N/A	\$1,500	Per course (for access of 1-20 learners)

**Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.**

HR Strategy Consulting	Consulting for HR strategy development and organizational alignment.	N/A	\$350	Per hour
Organizational Research & Analysis	Research and analysis on team dynamics, organizational effectiveness, and HR challenges.	N/A	\$75	Per hour
Administration Services	Administrative services customized based on the project.	Project Based / TBD	\$75	Per hour

***ADDITIONAL TERMS:**

- **Travel Reimbursement:**

- Driving mileage reimbursement rate for travel approved in writing in advance by County in each instance: \$0.____ per mile.
 - multi-day retreats or out-of-state travel approved in writing in advance by County in each instance: subject to four star hotel accommodations(\$180 maximum limit) and economy

airfare reimbursed.

- **Learning Materials:** Learning materials, including workbooks and tools, range from \$20 to \$150 per participant.
- Special discounted rates are granted to the County of Santa Barbara

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$400,000.00** ("Maximum Contract Amount").
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A-1, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY representative set forth in Section 1, above, an invoice for the Services performed over the immediately preceding month. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings, or to seek any other legal remedy.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

EXHIBIT C

**Indemnification and Insurance Requirements
(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY 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 Agreement 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 COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement 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. **Workers' Compensation:** Insurance 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. *(Not required if CONTRACTOR provides written verification that it has no employees)*
3. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 COUNTY.

B. Other Insurance Provisions

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

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

1. **Additional Insured** – COUNTY, 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY 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 COUNTY. The COUNTY 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 COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY 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 Agreement. The COUNTY 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 Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY 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 COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY 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 Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY 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 COUNTY.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

EXHIBIT D

FEDERAL CLAUSES

Additional Federal Clauses Applicable for Federal Funding under this Agreement:

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act
 - (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act
 - (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
 - (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As*

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14056, section 101, Policy.

7. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
 - i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Bright Places, Inc.

- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

- In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

13. MANDATORY DISCLOSURE

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means and of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

Master Services Agreement for Services of Independent Contractor

by and between the County of Santa Barbara and Bright Places, Inc.

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
 - F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Bright Places, Inc.

EXHIBIT E

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:
LaVada English
D17D485197F14EC...

LaVada English, CEO

8/25/2025 | 10:59 AM PDT

Date

2. SM Tire

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Santa Maria Tire, Inc. ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at 909 W Boone St, Santa Maria, CA 93458.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Rafael Reyez, whose phone number is 805-568-2692, and whose email address is rreyez@countyofsb.org, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Cameron Stephens, whose phone number is 805-347-4793 ex 156, and whose email address is camstephens@smtire.com, is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a “Notice”) shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service (“USPS”), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Rafael Reyez
General Services, Procurement Services
260 N San Antonio Rd
Santa Barbara, CA 93110

To CONTRACTOR: Cameron Stephens
Santa Maria Tire, Inc.
909 W Boone St,
Santa Maria, CA 93454

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set forth in statement of work to be issued

**Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.**

by COUNTY and accepted by CONTRACTOR (a "Statement of Work"). The initial Statement of Work are attached hereto as Exhibit A-1, and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statement of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

4. TERM

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are 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.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. 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.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, 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.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. REQUIRED FEDERAL PROVISIONS

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.

33. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

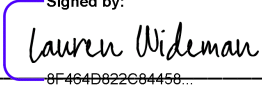
shall control and prevail over those in the Exhibits, other than Exhibits C and D, which Exhibits C and D shall control and prevail. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the Numbered Sections and Exhibits B, C, and D, and E hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders issued by COUNTY pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

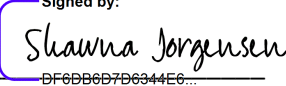
County Counsel

Signed by:

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

Signed by:

By: _____
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:

By: _____
Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 09/09/2025

Minute Order Number:

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

By: _____
Chief Procurement Officer

CONTRACTOR:

Santa Maria Tire, Inc.

DocuSigned by:

By: _____
Authorized Representative

Name: _____
Cameron Stephens

Title: _____
President

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

EXHIBIT A-1
GENERAL STATEMENT OF WORK
Santa Maria Tire, Inc

SB County Commercial Service & Misc. Rates

Commercial Branch Hours		
Monday-Friday	7:30am--5pm	Normal Hours
Saturday	7am--11am	Branches Closed-Prescheduled Fleet Services Only
All Other Hours + Holidays		Emergency After Hour Rates

Code	Emergency Service Calls-Normal Hours		Cost
17017TK	Emergency Service Call Hourly Truck Rate	Per Hour	\$65.00
17017TC	Emergency Service Call Hourly Technician Rate	Per Hour	\$85.00
170375	Truck & Tech (mini boom) - 1 hr minimum	Per Hour	\$200.00
17037	Boom Truck & Tech	Per Hour	\$290.00
17037M	Boom Truck & Tech (Mine Site)	Per Hour	\$290.00
17014	Boom Truck & Tech-Over Time & Saturday	Per Hour	\$375.00
17014M	Boom Truck & Tech (Mine Site) -Overtime & Sat	Per Hour	\$375.00
17015	Additional Tech Charge	Per Hour	\$150.00

Code	Emergency After Hour Calls (Portal to Portal)		
17012	Truck & Tech -2 hr minimum	2 Hr Min	\$200.00
17016	Boom Truck & Tech -2 hr minimum	2 Hr Min	\$375.00
17016M	Boom Truck & Tech (Mine Site)-2 hr minimum	2 Hr Min	\$375.00
17005	Truck Mileage Charge (portal to portal)	Per Mile	\$2.00
17006	Boom Truck Mileage Charge (portal to portal)	Per Mile	\$3.00

Code	Prescheduled Routes & Fleet Work Scheduled by SMT + Piece Rates		
17003	Truck Charge + Piece Rates Listed Below	Per Hour	\$85.00
16999	Fuel Surcharge	Per Call	\$32.00
16998	Product Delivery Only or Product Pick Only	Per Call	\$55.00
17001	Prescheduled Air Service	Per Hour	\$125.00

Code	Piece Labor Rates -Done at SMT Branches or Prescheduled Routes & Fleet Work Scheduled by SMT + Truck Charge			
16052	Flat Repair	Pass,LT to 17"	Plus Patch	\$34.00
16056	Flat Repair	Light Truck 17.5"--22"	Plus Patch	\$34.00

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

16068	Flat Repair	Light Truck Split Rim	Plus Patch	\$57.00
17018	Flat Repair	Super Single	Plus Patch	\$62.00
17021	Flat Repair	Med Truck	Plus Patch	\$57.00
17033	Flat Repair	Med Truck--Split Rim	Plus Patch	\$62.00
16057	Flat Repair	Small Forklift	Plus Patch	\$57.00
17020	Flat Repair	Front Tractor	Plus Patch	\$57.00
17022	Flat Repair	Rear Tractor/Grader	Plus Patch	\$90.00
17024	Flat Repair	ATV Tire	Plus Patch	\$44.00

16059	Dismount & Mount (no charge if tire is balanced)	Standard, Light Truck	Each Tire	\$26.00
17027	Dismount & Mount	Med Truck	Each Tire	\$50.00
17034	Dismount & Mount	Med Truck--split rim	Each Tire	\$62.00
17036	Dismount & Mount	Super Single	Each Tire	\$62.00

17031	Dismount	Med Truck	Each Tire	\$25.00
17029	Mount	Med Truck	Each Tire	\$25.00

17036	Dismount	Super Single	Each Tire	\$31.00
17036	Mount	Super Single	Each Tire	\$31.00

17030	Switch /Rotate	Med Truck	Each Tire	\$25.00
17032	Switch / Rotate	Super Single	Each Tire	\$28.00

16058	Balance	Pass,LT to 20"	Plus Weights	\$26.00
16062	Balance	Med Truck 17.5 & 19.5"	Plus Weights	\$32.00
17038	Balance	Med Truck	Plus Weights	\$50.00
17038	Balance	Super Single	Plus Weights	\$62.00

17001	Air Service	ANY	Per Unit	\$20.00
17009	Wheel Torque		Per Wheel	\$7.50

16050	Shop Labor Rate	Cleaning Wheels, Etc	Per Hour / Per Tech	\$100.00
17000	Shop Labor Rate	Motor Homes	Per Hour / Per Tech	\$100.00

Code	Tire Parts & Scrap/ Disposal			
17078	Rubber Valve Stem		Each	\$7.75
17079	Metal Valve Stem	TR 573	Each	\$14.50
17079	Air/Water Metal Valve Stem		Each	\$22.00
17080	Grommett		Each	\$6.75

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

17081	Patch Kit	UL6	Each	\$17.50
17081	Patch Kit	UL8	Each	\$17.50
17082	Lug Nut		Each	\$14.00
17083	Thimble Nut		Each	\$14.00
17084	Flo Thru Valve Cap		Each	\$3.50
17076	Medium Truck Wheels Weights		Per Wheel	\$19.00
17076	Passenger/Light Truck Wheel Weights		Per Wheel	\$14.50
	Scrap Disposal	Passenger / LT	Each	\$11
	Scrap Disposal	Medium Truck	Each	\$22
	Scrap Disposal	Super Single	Each	\$50.00

County personnel authorized to enact services:

General Services:

Bill Franco, Assistant Fleet Manager, bfrancojr@countyofsb.org

Erik Karchefski, Assistant Fleet Manager, karche@countyofsb.org

Public Works:

Jose Ivan Garcia, Equipment Mechanic Supervisor, jigarcia@countyofsb.org

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$400,000.00**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A-1, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings, or to seek any other legal remedy.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

EXHIBIT C

**Indemnification and Insurance Requirements
(For Service Contracts Not Requiring Professional Liability Insurance)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY 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 Agreement 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 COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. *(Not required if CONTRACTOR provides written verification that it has no employees)*

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY 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 COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, 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

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, 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 COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY 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 COUNTY. The COUNTY 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 COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY 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 Agreement. The COUNTY 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 Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY 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 COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY 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 Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of COUNTY 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 COUNTY.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

EXHIBIT D

FEDERAL CLAUSES

Additional Federal Clauses Applicable for Federal Funding under this Agreement:

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act
 - (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY 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.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14056, section 101, Policy.

7. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
 - i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

- What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

13. MANDATORY DISCLOSURE

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means and of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

Master Services Agreement for Services of Independent Contractor
by and between the County of Santa Barbara and Santa Maria Tire, Inc.

EXHIBIT E

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:
Cameron Stephens
B5509B86BCEE492...

Cameron Stephens, President

8/28/2025 | 1:50 PM PDT

Date