

MEMORANDUM OF AGREEMENT (MOA) BETWEEN 37TH DISTRICT AGRICULTURAL ASSOCIATION (37TH DAA) and SANTA BARBARA COUNTY IN RESPONSE TO EMERGENCY ASSISTANCE PROVIDED UNDER THE EMERGENCY MANAGEMENT MUTUAL AID (EMMA) PLAN

WHEREAS, this event and associated conditions will collectively be referred to as the “COVID-19 INCIDENT”; and

WHEREAS, on March 4, 2020, this declared emergency event consisted of a global COVID-19 outbreak; and

WHEREAS, on March 24, 2016, the County of Santa Barbara and the 37th DAA entered into an Emergency Facilities Use Agreement; and

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by a novel coronavirus, COVID-19, and on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic, and on March 12, 2020, the County of Santa Barbara declared a local emergency and a local health emergency in relation to COVID-19 in the community; and

WHEREAS, in the County of Santa Barbara as well as throughout California and the nation, there are insufficient quantities of critical healthcare infrastructure, including hospital beds, ventilators and workers, capable of adequately treating mass numbers of patients at a single time – should the virus spread unchecked; and

WHEREAS, in direct response to the lack of healthcare infrastructure, governments across the nation are taking actions to slow the spread of COVID-19 in order to “flatten the curve” of infection and reduce the numbers of individuals infected at any one time by minimizing situations where the virus can spread; and

WHEREAS, in furtherance of this effort, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, requiring all persons residing in the State to remain in their homes or places of residence, except as needed to maintain the continuity of operations for critical infrastructure (the “State Stay-at-Home Order”); and

WHEREAS, also on March 19, 2020, the State Public Health Officer ordered all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations for the federal critical infrastructure sectors, which was updated on March 28, 2020; and

WHEREAS, on April 24, 2020, the Health Officer of the Santa Barbara County Public Health Department issued Health Officer Order No. 2020-8, Stay Well at Home Order for essential businesses within Santa Barbara County; and

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WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 22, 2020, President Donald Trump approved California's request for a presidential Major Disaster Declaration to bolster California's COVID-19 emergency response efforts. The Major Disaster Declaration makes federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance, and makes funding available for crisis counseling for impacted individuals; and

WHEREAS, on April 6, 2021, President Joe Biden declared he was moving up the deadline for states to make available COVID-19 vaccines to all U.S. residents age 18 and older to April 19, 2021; and

WHEREAS, on April 6, 2021, Governor Gavin Newsome declared the full reopening of California on June 15, 2021 was contingent upon California's COVID-19 vaccine supply being sufficient for all adults who wish to receive it and that hospital rates remain stable and low; and

WHEREAS, the Emergency Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

WHEREAS, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

WHEREAS, the Director of the Office of Emergency Management is the Operational Area Emergency Management Mutual Aid Coordinator; and

WHEREAS, the Emergency Management Mutual Aid Plan provides, in pertinent part, "[w]hen an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

WHEREAS, the Emergency Management Mutual Aid Plan provides, in pertinent part, "[a] request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;" and

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WHEREAS, the County Emergency Manager of the County of Santa Barbara requested the mutual assistance of the 37TH DAA, pursuant to the Emergency Management Mutual Aid Plan to provide emergency management support in connection with the COVID-19 INCIDENT; and

WHEREAS, The 37TH DAA provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials from May 1, 2021 through October 1, 2021 to assist with emergency management services in connection with the COVID-19 INCIDENT; and

WHEREAS, The 37TH DAA agrees to comply with all Federal Provisions attached hereto as Exhibit H; and

WHEREAS, The 37th DAA agrees to document all of its mutual assistance costs related to the COVID-19 INCIDENT, as *attachments* to this MOA and submit to Santa Barbara County as soon as practicable;

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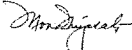
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NOW, THEREFORE, IT IS HEREBY AGREED by and between Santa Barbara County and 37TH DAA that Santa Barbara County shall reimburse the costs associated with 37TH DAA emergency management mutual aid assistance as detailed in Exhibits F and G during the COVID-19 INCIDENT.

DATE: 37TH DISTRICT AGRICULTURAL ASSOCIATION

DocuSigned by:

AUTUMN ACQUISTAPACE
Interim Chief Executive Officer

DATE: COUNTY OF SANTA BARBARA

DocuSigned by:

MONA MIYASATO
Director of Emergency Services
County of Santa Barbara

Approved as to Form:
Michael C. Ghizzoni

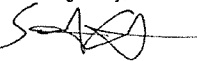
DocuSigned by:

Scott Greenwood
Deputy County Counsel

EXHIBIT "F"
Event Details

RA #21-17
4/13/21

Name of Event: Santa Barbara County
Date(s) of Event: May 1, 2021 through October 1, 2021
Hours of Event: 7:00am-7:00pm 5 days a week, Wednesday-Sunday
Set-up/Take-down 1 hour prior to opening and 1 hour after closing as stated above
Type of event: Covid-19 Testing
Attendance: up to 50

Rental of:	Convention Center		\$1,000.00
<u>Quantity</u>	<u>Equipment</u>	<u>Price Each</u>	<u>Total</u>
6	Rectangular Tables (Value \$36.00)	\$6.00	incl
6	Metal Chairs (Value \$6.00)	\$1.00	incl
30	Bike Rail - 8 ft each piece (Value \$300.00)	\$10.00	incl

<u>Hours</u>	<u>Staff</u>	<u>Cost P/Hr</u>	<u>Total</u>
6	Facility Supervisor 6-8am and 5-9pm	\$27.00	\$162.00

Miscellaneous:

Refundable Deposit (Waived)	\$0.00	\$0.00
Insurance (Certificate of Liability Provided by Customer)	\$0.00	\$0.00
Energy Surcharge	\$45.00	\$45.00
Administration Fee	\$0.00	\$0.00
Total known costs		\$1,207.00
Deposit Required to Secure Date		\$0.00

Daily Rate

\$1,207.00

***Please Note**

The terms and conditions of this agreement are as follows:

Janitorial services and disposal of all waste will be provided by Santa Barbara County
 Buildings, equipment, etc. used by the rentor will be clean and sanitized after completion of each event.

Staff will be scheduled as stated, additional hours will be billed
 at an overtime rate of one and a half hours (1.5) the contracted hourly rate.

Payment is due Monthly

Initials:

____ County
 DAA

Exhibit "G"

RA #21-17
4/29/21

Name of Event: Santa Barbara County
Date(s) of Event: May 1 through October 1, 2021
Hours of Event: 9:00am-4:00pm
Set-up/Take-down 1 hour prior to opening and 1 hour after closing as stated above
Type of event: Covid-19 Vaccination
Attendance: 165 per hour

Rental of: Park Plaza Building \$1,000.00

<u>Quantity</u>	<u>Equipment</u>	<u>Price Each</u>	<u>Total</u>
20	Rectangular Tables	\$6.00	\$120.00
40	Metal Chairs	\$1.00	\$40.00

<u>Hours</u>	<u>Staff</u>	<u>Cost P/Hr</u>	<u>Total</u>
11	Facility Supervisor 8:00am-5:00pm	\$28.00	incl
0	Facility Supervisor Overtime	\$42.00	\$0.00
11	Parking Attendant up to 11 hours per day	\$28.00	\$308.00

Miscellaneous:

Refundable Deposit (Waived)	\$0.00	\$0.00
Insurance (Certificate of Liability Provided by Customer)	\$0.00	\$0.00
Energy Surcharge	\$45.00	\$45.00
Administration Fee	\$0.00	\$0.00
Non-Op days at \$500 per day up to max. of 4 days with one operational day	\$500.00	\$0.00
Total known costs		\$1,513.00
Deposit Required to Secure Date		\$0.00

Daily Operational Rate **\$1,513.00**

*Please Note

The terms and conditions of this agreement are as follows:

Janitorial services and disposal of all waste will be provided by Santa Barbara County Buildings, equipment, etc. used by the rentor will be clean and sanitized after completion of each event.

Staff will be scheduled as stated, additional hours will be billed at an overtime rate of one and a half hours (1.5) the contracted hourly rate.

Payment is due Monthly

Initials:

_____ County
 _____ DAA

EXHIBIT H

FEDERAL PROVISIONS

Clean Air Act 1. The 37TH DAA agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The 37TH DAA agrees to report each violation to the COUNTY OF SANTA BARBARA and understands and agrees that the COUNTY OF SANTA BARBARA will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The 37TH DAA agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal
Water
Pollution
Control Act**

4. The 37TH DAA 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. Sections 1251 et seq.

5. The 37TH DAA agrees to report each violation to the COUNTY OF SANTA BARBARA and understands and agrees that the COUNTY OF SANTA BARBARA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

6. The 37TH DAA agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

7. This License is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the 37TH DAA is required to verify that none of the 37TH DAA, 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).

37TH DAA represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. 37TH DAA agrees that neither 37TH DAA nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this License with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

8. The 37TH DAA 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.

9. This certification is a material representation of fact relied upon by the County. If it is later determined that the 37TH DAA 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. 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.

**Byrd Anti
Lobbying
Amendment,
31 U.S.C. §
1352 (as
amended)**

11. 37TH DAA who apply or bid for an award of \$100,000 or more shall file the required certification. 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 who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [37TH DAA] certifies, to the best of his or her knowledge, that:

A. 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.

B. 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.

C. 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.

The 37TH DAA certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the 37TH DAA understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

37TH DAA

DocuSigned by:

By

Autumn Acquistapace

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Date

5/12/2021 | 10:56 AM PDT

**Procurement
of Recovered
Materials**

12. In the performance of this License, the 37TH DAA shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

13. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

14. The 37TH DAA also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

15. The following access to records requirements apply to this License:

- i. The 37TH DAA agrees to provide the COUNTY OF SANTA BARBARA, the State, 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 37TH DAA which are directly pertinent to this License for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The 37TH DAA agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The 37TH DAA agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the 37TH DAA acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- v. The 37TH DAA agrees to maintain all books, records, accounts, and reports required under this License for a period of not less than three years after the later of: (a) the date of termination or expiration of this License or (b) the date COUNTY OF SANTA BARBARA makes final payment under this License, except in the event of litigation or settlement of claims arising from the performance of this License, in which case, 37TH DAA agrees to maintain same until the COUNTY OF SANTA BARBARA, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

**Department
of Homeland
Security Seal,
Logo, Flags**

16. The 37TH DAA shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders 17. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The 37TH DAA shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this License, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract. 37TH DAA agrees to include the foregoing clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

37TH DAA acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements. The 37TH DAA agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

No Obligation by Federal Government 18. The Federal Government is not a party to this License 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 contract. 37TH DAA agrees to include this clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts 19. The 37TH DAA acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this LICENSE.

MBE/WBE Requirements 20. The COUNTY OF SANTA BARBARA intends to seek reimbursement from FEMA. Accordingly, the 37TH DAA shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort

requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

Incorporation of Uniform Administrative Requirements

21. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this License. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.