

**MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF SANTA BARBARA
AND
UNITED WAY OF SANTA BARBARA COUNTY
REGARDING A PUBLIC-PRIVATE PARTNERSHIP FOR COMMUNITY DISASTER
PREPAREDNESS, RESPONSE AND RECOVERY PROGRAMS**

THIS MEMORANDUM OF AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and United Way of Santa Barbara County, with an address at 320 E. Gutierrez St., Santa Barbara, CA 93101 (hereafter UWSBC) wherein UWSBC and the County agree:

WHEREAS, the County is a political subdivision of the State of California and has the responsibility to deliver exceptional services so Santa Barbara County's communities can enjoy a safe, healthy and prosperous life; and

WHEREAS, the Santa Barbara County Office of Emergency Management (hereafter SBCOEM) is responsible for emergency management and coordination of the Santa Barbara County Operational Area which includes County departments, incorporated cities, unincorporated areas, special districts, universities, non-profit and volunteer organizations, and private sector business and industry groups; and

WHEREAS, the County works to prepare for disasters, obtain resources needed for the protection of life, property, or environment, and support the community during its short- and long-term recovery; and

WHEREAS, in most cases, disasters disproportionately impact vulnerable and often underserved populations including those who live at or near poverty levels; socially and geographically isolated populations; those with limited English proficiency or who are non-English speaking; racial and ethnic minorities, including indigenous peoples, communities of color, and immigrant and refugee communities; seniors; children; pregnant women; sexual and gender minorities; people living in institutionalized settings; people experiencing homelessness; people living with mental illness; people with developmental or intellectual disabilities, physical disabilities, chronic conditions, and injuries; people living in substandard housing; people lacking access to reliable transportation; and others; and

WHEREAS, disasters often stress local government, nonprofit, educational, and other essential public services and systems that are critical to helping people in need, further exacerbating the impacts of a disaster, especially for those who depend on these systems and agencies for their everyday stability, health, and wellness; and

WHEREAS, the consistent and effective engagement and coordination of non-profit and philanthropic resources are ideal components of any community's disaster preparedness, response, and recovery strategies and approaches; and

WHEREAS, public-private partnerships provide a mechanism to address Whole Community disaster resiliency challenges, confirm mutual priorities, engage in continuous problem-solving dialogue, and cooperatively coordinate efforts, resources and public information at the local level; and

WHEREAS, UWSBC is a 501(c)(3) private nonprofit organization with deep roots and connections in the community, and is a leader of numerous programs and collaborative efforts, especially those focused on the promotion of academic achievement, financial empowerment, and response and recovery in times of community crisis; and

WHEREAS, UWSBC is a source of significant funding for many other nonprofit agencies, schools, and government partners that serve individuals during times of disaster, and UWSBC has a strong record of helping coordinate investments of local philanthropic foundations, businesses, and individuals to meet individual and community needs during disasters; and

WHEREAS, over the course of multiple disasters in recent years, UWSBC has developed the unique capacity to engage, build relationships with, and coordinate collaborative efforts between leaders from the County and the philanthropic, nonprofit, business, and local government sectors to launch and support numerous initiatives and critical community programs that directly serve individuals impacted by disasters and that also promote County priorities and objectives in disaster response and recovery; and

WHEREAS, through the creation of the UWSBC Individual Disaster Assistance Grant (hereafter IDAG) and Critical Needs Fund (hereafter CNF), UWSBC and key community partners have been able to identify community needs and rapidly disburse financial assistance grants to Santa Barbara County individuals, households, and community-based organizations during and in the immediate aftermath of a disaster, and engage local philanthropic leaders in innovative and exciting initiatives and collaborative strategies with the County to more effectively support those impacted by disasters; and

WHEREAS, UWSBC has developed a strong network of philanthropic partners to support the IDAG and CNF, and UWSBC has invested substantial amounts of its own unrestricted general and endowment funding to support the County's objectives and the broader community in times of community crisis and disasters; and

WHEREAS, it is the policy of UWSBC to apply no administrative fees on charitable contributions made to the agency by philanthropic entities in support of disaster response and recovery; and

WHEREAS, UWSBC agrees to maintain the core infrastructure, membership, capacity, and readiness of the IDAG and CNF programs on a permanent basis so they can be effectively launched through collaborative efforts when preparing for, responding to, and recovering from disasters, threats, and emergencies; and

WHEREAS, the purpose of this Agreement is to formally recognize a public-private partnership between the County and UWSBC predicated on creating a spirit of cooperation based on mutual respect, needs, and supports, and set forth the responsibilities between the County and UWSBC for the leadership and maintenance of the UWSBC IDAG and CNF programs on an ongoing basis and their effective activation before, during, and after disasters, threats, and emergencies.

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

- 1. RECITALS.** The above recitals are true and correct and are incorporated here by this reference.

2. **DESIGNATED REPRESENTATIVE.** Yaneris Muñiz at phone number (805) 681-5524 is the representative of County and will administer this Agreement for and on behalf of County. Steve Ortiz at phone number (805) 252-6555 is the authorized representative for UWSBC. Changes in designated representatives shall be made only after advance written notice to the other party.
3. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Yaneris Muñiz
Santa Barbara County Office of Emergency Management
4408 Cathedral Oaks Road
Santa Barbara, CA 93110
Email: yaneris@countyofsb.org

To UWSBC : Steve Ortiz
United Way of Santa Barbara County
320 East Gutierrez Street
Santa Barbara, CA 93101
Email: sortiz@unitedwaysb.org

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. **PROGRAM DESCRIPTION AND SCOPE.** UWSBC agrees to maintain and lead the IDAG and CNF programs and provide the scope of services as described in EXHIBIT A and EXHIBIT B attached hereto and incorporated herein by reference. The County agrees to carry out responsibilities as described in EXHIBIT A and EXHIBIT B.
5. **TERM.** This Agreement shall remain in place until either party wishes to revise it or terminate it. Either party may terminate the Agreement for any reason with a 30-day written notification to the other party.
6. **FUNDING ARRANGEMENT.**
 - A. UWSBC will provide the services described in EXHIBIT A and EXHIBIT B as part of its budgeted disaster/emergency programming. The County is not expected to financially contribute to UWSBC's budget to support the scope of services and cost recovery documentation, or the execution and maintenance of this Agreement.
 - B. Should the County request UWSBC services beyond those specified in EXHIBIT A and EXHIBIT B and/or at a level that exceeds UWSBC disaster/emergency programming budget, a separate contract negotiated between the County and UWSBC for those additional services or programs would be required.
 - C. Should activities undertaken by UWSBC at the request of the County pursuant to this Agreement become eligible for reimbursement from state or federal sources,

such as the Federal Emergency Management Agency (FEMA) and/or the California Governor's Office of Emergency Services (CalOES), the County would work with UWSBC to explore the possibility of securing reimbursement directly when eligible or through the County's cost recovery efforts. UWSBC holds full responsibility for maintaining, preparing and submitting the proper documentation required for federal and state disaster reimbursement processes.

- D. UWSBC and the County agree that engaging in the partnership as described in this Agreement and EXHIBITS A and B does not imply or guarantee CNF/IDAG or County funding for any particular need, strategy, or initiative. Regardless of whether funding to meet needs is available, UWSBC and the County mutually commit to using the CNF/IDAG model to explore and facilitate collaborative solutions to the challenges our communities face in times of disaster, threats, and emergencies.
7. **DOCUMENTING PAID AND VOLUNTEER STAFF/CONSULTANT TIME.** To assist the County in its cost recovery efforts, when applicable/relevant, UWSBC will, to the extent possible, document staff/consultant expenses and volunteer staff time dedicated to the disaster response efforts so the County is able to count those expenses toward the County's reimbursement cost-share as applicable through federal funding sources.
8. **FEDERAL PROVISIONS.** UWSBC agrees to comply with all Federal Provisions attached hereto as EXHIBIT C. The County and UWSBC will review updated Federal Provisions as they occur and document in writing acknowledgement to comply with the updated Provisions in relation to this Agreement.
9. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that UWSBC (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor that is partnered with the 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 UWSBC shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that UWSBC is performing its obligations in accordance with the terms and conditions hereof. UWSBC 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. UWSBC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, UWSBC shall be solely responsible and save the County harmless from all matters relating to payment of UWSBC's employees, including compliance with Social Security withholding and all other regulations governing such matters. UWSBC also understands and acknowledges that UWSBC volunteers are not entitled to benefits of County registered Disaster Service Worker volunteers, including but not limited to workers' compensation. UWSBC shall be solely liable and responsible for assisting its volunteers in accessing available volunteer benefits. It is acknowledged that during the term of this Agreement, UWSBC may be providing services to others unrelated to the County or to this Agreement.
10. **CONFLICT OF INTEREST.** UWSBC covenants that UWSBC 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. UWSBC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by UWSBC. UWSBC must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by UWSBC if County determines it to be immaterial, and such waiver is only effective if provided by County to UWSBC in writing.

11. **EXISTING AGREEMENTS.** The County and UWSBC covenant that they have reviewed all existing agreements between the County and UWSBC, including subrecipient agreements for administration of emergency rent assistance funds. The County and UWSBC agree that this Agreement does not conflict with any existing agreements between the County and UWSBC.
12. **INDEMNIFICATION AND INSURANCE.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
13. **NONDISCRIMINATION.** County hereby notifies UWSBC 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 UWSBC agrees to comply with said ordinance.
14. **NONEXCLUSIVE AGREEMENT.** UWSBC understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services as those provided by UWSBC as the County desires.
15. **NON-ASSIGNMENT.** UWSBC shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
16. **TERMINATION.**
 - A. **By COUNTY.** County may, by 30-day written notice to UWSBC, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of UWSBC to fulfill the obligations herein.

- B. **By UWSBC.** UWSBC may, at UWSBC's option terminate this Agreement for any reason with 30-day written notice to County.
17. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
18. **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.
19. **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.
20. **NO WAIVER OF DEFAULT.** No delay or omission of either party 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 shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.
21. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by the parties to this Agreement and by no other means. Each party waives their 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.
22. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
23. **COMPLIANCE WITH LAW.** Each party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.
24. **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.
25. **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.

26. **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.
27. **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.
28. **MANDATORY DISCLOSURE.** UWSBC must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. UWSBC 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 §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

(Signatures on following page.)

Memorandum of Agreement between the **County of Santa Barbara** and United Way of Santa Barbara County.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shela de la Guerra*
Deputy Clerk

Date: 5-24-22

COUNTY OF SANTA BARBARA:

By: *Jean Hart*
Chair, Board of Supervisors

Date: 5-24-22

RECOMMENDED FOR APPROVAL:

County Executive Office

By: *Mona Miyasato*
Mona Miyasato, County Executive Officer
Date: 5/10/2022 | 9:28 PM PDT

UNITED WAY OF SANTA BARBARA COUNTY:

By: *Steve Ortiz*
Steve Ortiz
Chief Executive Officer
Date: 5/10/2022 | 3:31 PM PDT

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Jeffrey M. Gray*
Deputy County Counsel
Date: 5/9/2022 | 3:34 PM PDT

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: *C. Schaffer*
Deputy
Date: 5/10/2022 | 11:01 AM PDT

APPROVED AS TO FORM:

Risk Management

By: *Gregory Milligan*
Risk Management
Date: 5/9/2022 | 3:32 PM PDT

Exhibit A – Program Description and Scope: Critical Needs Fund (CNF)

History and Evolution of the Critical Needs Fund:

United Way of Santa Barbara County (UWSBC), in partnership with other leaders in philanthropy, established the Critical Needs Fund (CNF) early in the COVID-19 pandemic to share knowledge, identify emergent community needs/gaps in service, and nurture collaborative investments and strategies between the local government, philanthropic, and nonprofit sectors. The CNF was initially engaged primarily with the County Public Health Department (PHD) as the lead County Department coordinating response efforts for this health-related crisis. As it became clear the pandemic's negative impacts extend well beyond just public health, United Way began to engage with other County departments to explore needs and responses focused on the pandemic's economic, social service, and basic human impacts, especially those affecting vulnerable and often isolated and underserved populations. The goal has been to advise philanthropic partners where their investments through the nonprofit sector and in collaboration with local government might be most effective to meet community needs and fill systemic gaps during times of community crisis.

Making the Critical Needs Fund Permanent

Recognizing the unique value of the CNF model in times of community crisis, and with encouragement from leaders at the County of Santa Barbara, UWSBC has committed to making the CNF a permanent component of Santa Barbara County's system for preparing for, responding to, and recovering from disasters, threats, and emergencies. Moving forward, the primary focus of the CNF will be to aid the County's ongoing efforts to (1) prepare for disasters, threats, and emergencies; (2) support the County's, response, and recovery efforts; and (3) nurture effective strategies to meet community needs through collaboration and partnership between the government, philanthropic, and nonprofit sectors.

United Way will engage CNF funders who have expressed a desire to maintain and build on the strengths and relationships made possible through the expanding CNF model. United Way will support current and future CNF members in being active participants in the new all-hazards approach moving forward.

The Santa Barbara County Office of Emergency Management (SBCOEM) will serve as the primary County department engaged with UWSBC and the CNF on an ongoing basis, and the SBCOEM Director or a designee will serve as an active member of the CNF. This represents a shift from the past approach in which the CNF focused primarily on the public health related pandemic, to now focusing the CNF more broadly on all-hazards preparedness, response, and recovery. To support UWSBC's leadership of the CNF, SBCOEM will partner with UWSBC to integrate and align the CNF model into the County's broader efforts and systems focused on disasters, threats, and emergencies.

It is envisioned that in normal times the CNF will meet at least twice per year, with a particular focus on educating and training the CNF membership on the basic systems, best practices, and approaches to preparedness, response, and recovery. This will help the CNF and its members to be informed and prepared to play their most effective roles during times of community crisis – when the CNF will be fully activated.

United Way of Santa Barbara County will continue as the leader of the CNF by serving as the primary liaison with CNF members, coordinating meetings, conducting research and analysis when needed/as possible, engaging nonprofit partners when relevant, helping CNF members be ready to have informed discussions at meetings, and

conducting follow-up after meetings. When the CNF is activated, UWSBC will work with SBCOEM to identify issues and need areas that should be prioritized for discussion and planning.

When possible/relevant, UWSBC will also help facilitate the exploration and development of potential collaborative approaches to meeting community needs. In some cases, should CNF members choose to fund certain collaborative responses, UWSBC will help facilitate fundraising and grantmaking processes including potentially serving as the fiscal agent for CNF related initiatives, as has been past practice. It is understood that while funding from CNF members directly to County departments may be possible in rare cases, most philanthropic members of the CNF will primarily be interested in funding local nonprofit organizations to help meet County identified needs. Funding for these efforts might be provided to nonprofits directly or through UWSBC as a fiscal agent, both being effective approaches in past CNF-funded initiatives.

While the above description of the CNF provides definition of the model and goals generally, it is understood by UWSBC and the COUNTY that the new CNF model is one that will evolve in future months and years through this partnership and by engaging the CNF membership in the creative process as well. Additionally, it is recognized that disasters, threats, and emergencies come in different forms and create a variety of impacts, making flexibility and adaptation key to any successful CNF model in the future. To help guide this collaborative and generative process, each party agrees to the following as their key roles in supporting a strong CNF model moving forward:

United Way of Santa Barbara County will support a strong and effective CNF by:

- a) Building and maintaining the capacity and readiness of the CNF on an ongoing basis so it is able to effectively launch as a partner with the County at the time of a disaster or as agreed to by its members for preparedness efforts.
- b) Managing and/or supporting collaborative programs and strategies launched through the CNF.
- c) Engaging philanthropic partners (foundation, individuals, and business sector) on an ongoing basis in the CNF model and in collaborative efforts to support disaster, threat, and emergency preparedness, response, and recovery.
- d) Designating specific staff to serve as primary liaisons to the SBCOEM on behalf of UWSBC, including the potential assignment of UWSBC staff to the County EOC during activations.
- e) Serving as a convener of leaders from the government, philanthropic, nonprofit, and private sectors to develop collaborative models, strategies, and programs that fulfill unmet needs or address critical disaster readiness and resiliency gaps.
- f) Ensuring fairness, equity, and cultural and linguistic diversity and competency in the CNF model and in any investments or strategies it might promote.
- g) Fully activating and coordinating the CNF during times of community crisis and/or when requested by the SBCOEM, the County Emergency Operations Center (EOC) Management Section staff, or the County Executive Office.
- h) Supporting the County in communications, outreach, and engagement to the broader community, and especially with populations that are vulnerable to, and/or who have been directly affected by disasters, threats, and emergencies.

The County Office of Emergency Management will support an effective CNF by:

- a. Designating key staff from the SBCOEM to serve as primary liaisons to UWSBC and as member(s) of the CNF on an ongoing basis, as well as devoting the staff time and resources necessary to ensure the relationship between SBCOEM and UWSBC remains strong and active.

- b. Ensuring that when a disaster (declared or otherwise) occurs that could lead to losses for individuals/households, the Santa Barbara County EOC Operational Area (OA) Liaison Officer, SBCOEM Duty Officer or other designated EOC Management Section leader will contact leadership at UWSBC to request activation of the CNF. Notifications should be sent to: Steve Ortiz, UWSBC President & CEO at 805-252-6555 or sortiz@unitedwaysb.org and/or Melinda Cabrera, Vice President, Strategic Partnerships, 760-265-0968 or mcabrera@unitedwaysb.org. In the event UWSBC leadership named in this Agreement will not be available, UWSBC will identify day-to-day and disaster response liaisons with 24/7 contact information.
- c. Working actively with UWSBC in the development of the CNF model going forward, including processes and systems to ensure the effectiveness of the CNF as a resource to SBCOEM and the County.
- d. Working with UWSBC to establish processes and procedures at the County and within the EOC addressing how and when the CNF might be fully activated in times of disaster, threat, or emergency.
- e. Integrating information regarding the CNF in the SBCOEM's Emergency Operations Plan, other relevant manuals and documents, and trainings; to include the process through which the County requests activation of the CNF and the roles SBCOEM and other County departments might play in helping advise UWSBC about programmatic model, priorities, and eligibility requirements for each incident.
- f. Assisting UWSBC in the development of trainings and materials and participating in CNF meetings to help educate CNF members about best practices in disaster preparedness, response, and recovery.
- g. When requesting CNF to target unmet needs and gaps, providing a written summary of the request, including any supporting documentation; best practices; local, state, and federal data; and other information germane to the request; being available to support UWSBC in further information gathering, research, and analysis; and being engaged and available for any follow-up meetings and inquiries.
- h. When relevant based on the disaster and its impacts, serving as a liaison to, and helping to actively engage, other County departments in CNF meetings and discussions to more fully identify emergent needs and gaps in community services.
- i. Educating County leaders about the CNF model to ensure County Department understanding of CNF's role in disasters and how to engage the CNF in potential partnerships and collaborations.
- j. Including UWSBC staff in relevant SBCOEM trainings, exercises, and planning activities in order to prepare UWSBC for effectively serving in a liaison role when requested and to support ongoing program readiness.
- k. Engaging in ongoing communication with UWSBC, including planning meetings as necessary, to identify evolving needs of the County to inform UWSBC how the CNF can effectively engage, respond, and support County priorities and community needs.

Exhibit B – Program Description and Scope: Individual Disaster Assistance Grants (IDAG)

History and Evolution of the Individual Disaster Assistance Grants Program:

United Way of Santa Barbara County's (UWSBC) IDAG program is rooted in years of experience responding to past disasters and community needs. The program was established in response to the Thomas Fire and Debris Flow of 2017 and 2018. UWSBC's approach and program structure was greatly expanded to become a countywide model serving thousands during the COVID-19 pandemic of 2020 and 2021. The IDAG program is designed to get immediate cash support to Santa Barbara County residents who are directly impacted by disasters, and to prioritize that support for those who are most vulnerable.

Under UWSBC's leadership, the IDAG program is uniquely positioned to fill critical gaps that frequently emerge during times of community crisis. It is often the case that local disasters, or the damage caused by them, do not meet the criteria necessary for state and federal partners to make disaster financial assistance for individuals available. Additionally, even in disasters where federal and state funding for individuals is made available, it is the case that many County residents who have suffered losses will not qualify. Further, the amount provided to those who do qualify is often far from what is necessary to make them whole. It also often takes months for qualified disaster survivors to receive financial assistance once they have navigated the often-complex application process.

Making the Individual Disaster Assistance Grants Program Permanent

Recognizing the critical importance of this program, UWSBC has committed to making the IDAG a permanent component of Santa Barbara County's system of preparing for, responding to, and recovering from disasters, threats, and emergencies. Proactively establishing the IDAG as a permanent resource ready to be launched when community crises strike will enable UWSBC to distribute money to those in need soon after individual needs are verified, rather than having to scramble to raise funds after a disaster event occurs.

United Way's approach to a sustainable and rapidly responsive IDAG program is based on the establishment of a permanent fund at UWSBC prior to a community crisis occurring, thereby enabling immediate distribution of grants when the need arises. Establishment of a permanent IDAG program will be through investments and commitments made by local donors and philanthropic foundations, as well as by United Way of Santa Barbara investing its own cash and human resources into this permanent fund.

United Way will also maintain the core infrastructure of the IDAG on a permanent basis. Doing so will ensure that the IDAG systems and processes necessary for communications, application review and verification, and accountability and reporting remain in place and are ready to be launched at a moment's notice.

Moving forward, UWSBC will also work and partner with the Santa Barbara County Office of Emergency Management (SBCOEM) to ensure the IDAG program is developed to be an effective and permanent component of the County's all-hazards preparedness, response, and recovery system.

UWSBC will support a strong and effective IDAG program by:

- a) Establishing and maintaining a permanent IDAG program fund as a UWSBC-led program that is supported and maintained in advance of disasters with UWSBC funds and donations from philanthropic partners.
- b) Establishing a "charitable class" that allows groups of individuals to receive assistance from tax-exempt charitable organizations. Note: per IRS guidelines, not all disasters allow for the establishment of a

charitable class. "A charitable class must be large enough or sufficiently indefinite that a community as a whole, rather than a preselected group of people, benefits when a charity provides assistance". For more information see Department of Treasury links: Disaster Relief: Meaning of "Charitable Class" | Internal Revenue Service and <https://www.irs.gov/pub/irs-pdf/p3833.pdf>.

- c) Ensuring the IDAG model prioritizes financial support for people/households that have suffered a verifiable loss due to disaster, and also ensuring the programmatic flexibility necessary to meet the diverse impacts that arise from disasters.
- d) Engaging and maintaining a network of nonprofit, government, philanthropic, school-based, business, faith-based, trusted messengers, and other community partners of UWSBC's choosing that can help ensure effective and timely countywide communications to inform individuals/households that have been impacted by a disaster about the availability of funds and how to apply for support.
- e) Maintaining agreements and relationships with relevant partner agencies, nonprofits, and philanthropy so all parties are prepared to play their contractual and/or partnership-based roles supporting deployment of the IDAG when needed – UWSBC retains all decision-making authority over the IDAG and which agencies it chooses to partner with to support its implementation.
- f) Designing the IDAG's eligibility requirements, application and review processes, and grant award and disbursement procedures that ensure compliance with legal requirements and recordkeeping standards, as well as funding requirements when applicable.
- g) Ensuring fairness and equity in the IDAG model, including through eligibility requirements, cultural and linguistic diversity and competency, the application and grantmaking processes, and communications and engagement strategies.
- h) When the IDAG is activated in response to a qualified disaster, involving leadership from SBCOEM, the County EOC and/or the County Executive Office in deliberations and taking County input into how the IDAG might be focused, designed, and prioritized to meet the most pressing needs and impacts of the specific disaster in question.
- i) Designating specific staff to serve as primary liaisons to the SBCOEM on behalf of UWSBC, including the potential assignment of UWSBC staff to the Emergency Operations Center during disaster response activations.
- j) Supporting SBCOEM, the County EOC, and the County Executive Office in communications, outreach, and engagement to the broader community, and especially with populations that are vulnerable to, and/or who have been directly affected by, the impacts of disasters.

The County Office of Emergency Management will support an effective IDAG program by:

- a) Designating key staff from the Office of Emergency Management (OEM) to serve as the primary liaison(s) to UWSBC's IDAG program on an ongoing basis and devote the staff time and resources necessary to ensure that the relationships between SBCOEM and UWSBC remains strong and active.
- b) Ensuring that when a disaster (declared or otherwise) occurs that could lead to losses for individuals/households, the Santa Barbara County EOC Operational Area (OA) Liaison, SBCOEM Duty Officer or other designated EOC Management Section leader will contact leadership at UWSBC to request activation of the IDAG program. Specifically, EOC/OEM leadership should contact: Steve Ortiz, UWSBC President & CEO at 805-252-6555 or sortiz@unitedwaysb.org and/or Melinda Cabrera, Vice President, Strategic Partnerships, 760-265-0968 or mcabrera@unitedwaysb.org. In the event UWSBC leadership named in this Agreement will not be available, UWSBC will identify day-to-day and disaster response liaisons with 24/7 contact information.

- c) When the IDAG is activated, providing input, data, and information to help inform UWSBC's approach, priorities, and eligibility standards guiding the IDAG in that specific activation, as well as engaging other appropriate County Departments and OA partners based on the incident.
- d) Including information about the IDAG in the SBCOEM's Emergency Operations Plan, other relevant manuals and documents, and trainings, including the process through which the SBCOEM requests activation of the IDAG and the roles SBCOEM and other County departments might play in helping advise UWSBC about programmatic model, priorities, and eligibility requirements.
- e) When the IDAG is activated, using the County's general communications resources (ReadySBC.org, social media, etc.) and SBCOEM's Joint Information Center/PIO functions to increase community awareness about the IDAG in order to:
 - encourage people in need to apply for funding, and
 - encourage individuals and organizations that want to donate to relief efforts to consider a donation to UWSBC for the IDAG program.
- f) Assisting UWSBC in educating other County leaders and departments about the IDAG so relevant staff/departments know that it is a resource in advance of disasters and to also help identify potential applicants when the program is activated.
- g) Recognizing the IDAG program and its countywide systems as a viable model for effectively delivering additional government funded benefits/services that might become available in the wake of a disaster and, if appropriate/when applicable, considering UWSBC as a potential partner/subcontractor to assist in the delivery of those benefits to the public. The terms and conditions of such partnerships and subcontracting will be stipulated in a separate agreement.
- h) Working with UWSBC to help coordinate countywide communications relating to the IDAG to ensure consistent and accurate messaging.
- i) Recognizing that UWSBC is the leader of the IDAG program, is solely responsible for its management, and retains all decision-making authority over the program and whichever contractors, funders, and partners UWSBC chooses to involve in its implementation.

Exhibit C
FEDERAL PROVISIONS

I. DEFINITIONS

- A. **Contracting officer** means the County.
- B. **Contractor** means the United Way of Santa Barbara County.
- C. **Government** means the United States of America and any executive department or agency thereof.
- D. **FEMA** means the Federal Emergency Management Agency.
- E. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

III. ACCESS TO RECORDS

- A. Contractor agrees to provide the County, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any their authorized representatives access to any books, documents, papers, and records of 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 or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and Contractor 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.

IV. DEBARMENT AND SUSPENSION (applicable to all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of a federal official, and all contracts for federally required audit services)

- A. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such Contractor is required to verify that none of 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).
- B. 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.

- C. Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- D. 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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

V. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the County, contractor, or any other party pertaining to any matter resulting from the contract.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 C.F.R. § 60-1.3)

During the performance of this contract, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- D. 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.
- E. 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.
- F. 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.
- G. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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 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.
- H. Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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.

VII. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

- A. Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to prime construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by specific federal grant program legislation)

To the extent required by any federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5) as set forth below.

A. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (A)(iv) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(ii)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. *Withholding.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued

payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(a) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all

subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the County, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- E. **Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- F. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- G. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- H. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- I. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- J. **Certification of eligibility.**
 - (i) By entering into this contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
- A. Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
 - B. Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$27 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
 - D. Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
 - E. Subcontracts:** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.
 - F. Records:** Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - G. Maintenance:** Records to be maintained under this provision shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency

Management Agency, and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

X. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

Contractor grants to the County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

XI. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XII. ENERGY CONSERVATION REQUIREMENTS

- A. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. Contractor agrees to include paragraph A above 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.

- XIII. CLEAN AIR ACT** (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)
- A. 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.
 - B. 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.
 - C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- XIV. FEDERAL WATER POLLUTION CONTROL ACT** (applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)
- A. 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.
 - B. 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 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- XV. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000)
- See Paragraphs 5 and 14 of the Agreement.
- XVI. TERMINATION FOR DEFAULT; REMEDIES FOR NONCOMPLIANCE** (applicable to all contracts in excess of \$10,000)
- Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Paragraphs 5 and 14 of the Agreement. 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. Wholly or partly suspend or terminate the Agreement.
 - B. Require payments as reimbursements rather than advance payments;
 - C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - D. Require additional, more detailed financial reports;
 - E. Require additional project monitoring;
 - F. Requiring Contractor to obtain technical or management assistance; or
 - G. Establish additional prior approvals.
 - H. Take other remedies that may be legally available.

XVII. 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:
 - 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
 - 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.
- 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.

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

Contractor shall file the required certification attached as Attachment 2, *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 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.

XIX. MBE / WBE REQUIREMENTS

Contractor and any subcontractors shall take all necessary affirmative steps 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 document and report their compliance shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract. Contractor and any subcontractors shall 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, including but not limited to the following:

- 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.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

- A. In the performance of this Agreement, Contractor 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.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. Contractor shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The provisions set forth in this exhibit 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 Agreement. 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.

XXII. 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 Contractor's actions pertaining to this contract.

XXIII. 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.

XXIV. MANDATORY DISCLOSURE

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. 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 §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, 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 requirements of this section must be included in all subcontractor agreements.

- 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 nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XXVI. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities 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; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- C. Exceptions.
 - i. This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- D. Reporting requirement.
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - ii. Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Attachment 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

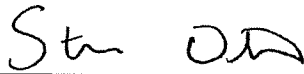
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

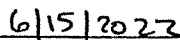
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature



Date

Attachment 2

**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.



Signature of Contractor's Authorized Official

STEVE ORTIZ - PRESIDENT & CEO
Name and Title of Contractor's Authorized Official

6/15/2022
Date