

County Project: COVID-19 Testing  
Santa Barbara County Public Health Department  
APN: 071-130-009

**TEMPORARY RIGHT OF ENTRY AGREEMENT**  
(NOT FOR RECORDATION)

The City of Goleta, owner of all that real property in the incorporated area of the City of Goleta, a municipal corporation of the State of California, commonly known as the Goleta Valley Community Center, located at 5679 Hollister Avenue, Goleta and more particularly identified as Santa Barbara County Assessor's Parcel Number 071-130-009 (herein the "Property"), and referred to as OWNER herein, on behalf of themselves, their successors and assigns,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its authorized agents, contractors, officers and employees (hereinafter referred to as "COUNTY"), a right of entry, including the right to enter, store materials and equipment, move workers, equipment, and materials over, within and upon the Property. The Property covered by this Temporary Right of Entry Agreement (the "Area") is shown on the exhibit map (Exhibit A), attached hereto and incorporated herein.

This Temporary Right of Entry Agreement ("TROE") shall cover the Area, and shall be for the purpose of COVID-19 response and for such other purposes as may be incidental to such activities ("Project"). This TROE shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of this TROE, the COUNTY shall provide COVID-19 testing, vaccinations, and janitorial services by COUNTY at COUNTY'S cost.
2. This TROE shall be for a period beginning on October 1, 2021, and will terminate on December 31, 2021.
3. The OWNER agrees to keep the Area free of personnel, materials or objects that may obstruct construction during the term of this TROE.
4. The COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.
5. By COUNTY'S exercise of this TROE, the OWNER assumes no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNER'S negligence or other wrongful act.
6. COUNTY agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence or other wrongful act.

7. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements on OWNER'S property, destroyed or damaged, as a result of the rights granted under this TROE. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable. If any mature trees are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNER'S sole remedy.

8. OWNER agrees to comply with all Federal Provisions attached hereto as Exhibit B.

9. COUNTY agrees to reimburse OWNER Six Thousand Seven Hundred Twenty-Eight Dollars and Sixty Cents (\$6,728.60) per week, for facility rental and staff time, attached hereto as Exhibit C and as also described in the corresponding Memorandum of Agreement.

10. Signatories for the OWNER do hereby certify that they are, collectively, the sole owners of the Property; or warrant that they are authorized to sign on behalf of the OWNERS, have communicated the contents, rights and duties of this TROE to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this TROE to be effective October 1, 2021.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Joan Hartmann

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD  
Public Health Director

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

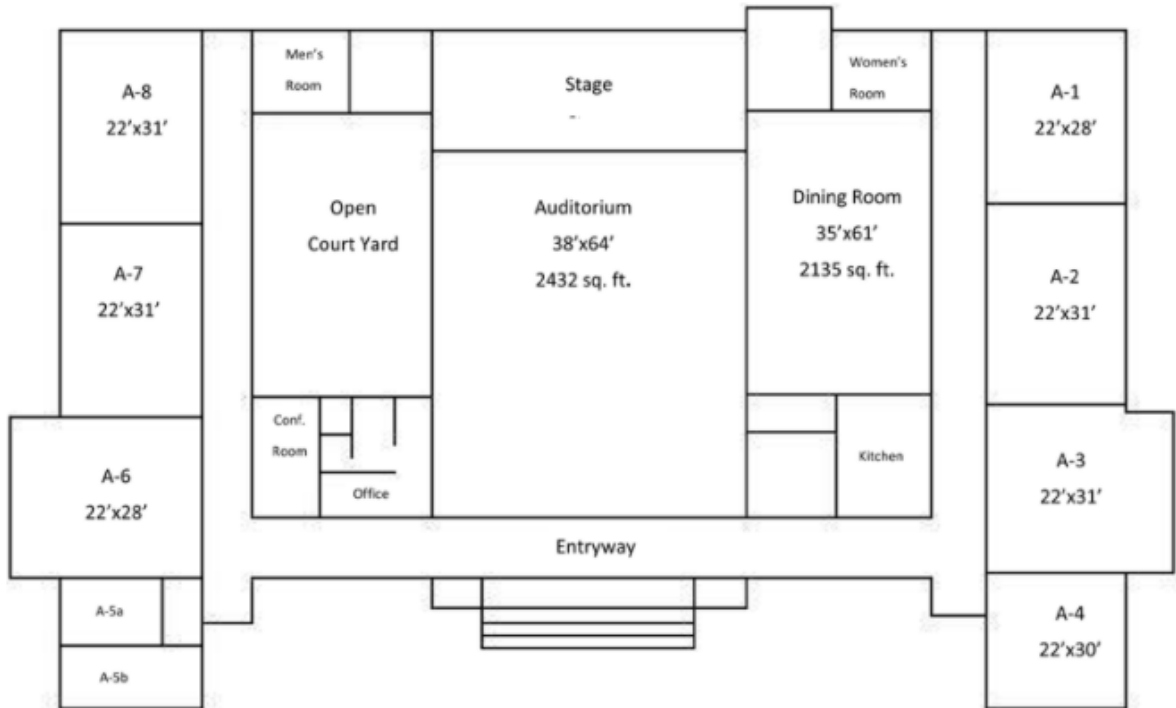
Risk Management

By: \_\_\_\_\_  
Risk Management

Goleta Valley Community Center

\_\_\_\_\_  
Charles C. Johnson  
Acting General Manager

**EXHIBIT A**  
**ASSESSOR PARCEL NUMBER 071-130-009**



**EXHIBIT B**  
**FEDERAL PROVISIONS**

**1. EQUAL EMPLOYMENT OPPOTURNITY**

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

- A. OWNER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. OWNER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OWNER 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. OWNER will, in all solicitations or advertisements for employees placed by or on behalf of OWNER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. OWNER 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 OWNER'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. OWNER agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and OWNER agrees to comply with said regulation.
- E. OWNER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of OWNER'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and OWNER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965,

and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. OWNER will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) 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. OWNER 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 OWNER may request the United States to enter into such litigation to protect the interests of the United States.

## 2. **NONDISCRIMINATION**

- A. OWNER shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- B. OWNER shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., as codified at 45 CFR Part 80, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- C. OWNER shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

## 3. **CLEAN AIR ACT**

- A. OWNER 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. OWNER 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, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. OWNER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. **FEDERAL WATER POLLUTION CONTROL ACT**

- A. OWNER 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. OWNER 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, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. OWNER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5. **DEBARMENT AND SUSPENSION**

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

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

OWNER shall file the required certification attached as Exhibit D, *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.

**7. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this Agreement, OWNER 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>.

**8. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. As appropriate and to the extent consistent with law, the OWNER 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.

**9. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. OWNER is prohibited from obligating or expending funds to:
- i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in [Public Law 115-232](#), section 889, covered



telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

10. **REMEDIES FOR NONCOMPLIANCE**

In the event COUNTY determines, in its sole discretion, that OWNER 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 OWNER to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

## 11. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that OWNER considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the OWNER shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the OWNER identifies any Government conduct (including actions, inactions, and written or oral communications) that the OWNER regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the OWNER, 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 OWNER 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 OWNER may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. OWNER'S estimate of the time by which COUNTY must respond to OWNER'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, OWNER shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the OWNER.
- 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 OWNER 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 OWNER gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the OWNER's notice information is inadequate to make a decision, advise OWNER 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 OWNER, and the conduct causes an increase or decrease in the OWNER'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 OWNER'S failure to provide notice or to continue performance as provided herein.

**12. ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- A. OWNER agrees to provide COUNTY, the State of California, any Federal Agency providing funds in support of this Agreement, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the OWNER which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. OWNER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. OWNER agrees to provide the COUNTY or any any Federal Agency providing funds in support of this Agreement or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

**13. USE OF FEDERAL AGENCY LOGOS**

OWNER shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.

**14. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

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

**15. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**17. MANDATORY DISCLOSURE**

OWNER 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. OWNER is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://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.)

**18. CONTROLLED SUBSTANCES**

OWNER is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

**19. ACTIVITIES ABROAD**

OWNER agrees any project activities in the performance of this Agreement that may be carried on outside the United States will be coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals will be, or have been, obtained at no additional cost to the COUNTY.

**20. PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT**

OWNER shall comply with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, which is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

**21. REHABILITATION ACT OF 1973 (SECTION 504)**

OWNER shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

**22. RESTRICTION ON ABORTIONS**

OWNER shall not use any funds provided under this Agreement for an abortion.

**23. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

OWNER shall not use any funds provided under this Agreement to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**24. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT**

OWNER shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, which applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person. OWNER agrees to comply with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people.

**25. U.S. FLAG AIR CARRIERS**

OWNER must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares.

**26. USA PATRIOT ACT**

The OWNER shall comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see “Public Health Security and Bioterrorism Preparedness and Response Act” in this subsection).

**27. CAP ON SALARIES**

OWNER agrees none of the funds provided under this Agreement shall be used to pay the salary of an individual at a rate in excess of Executive Level II. *Note:* The salary rate limitation does not restrict the salary that an organization may pay an individual working under this Agreement; it merely limits the portion of that salary that may be paid with federal funds.

**28. GUN CONTROL PROHIBITION**

OWNER agrees none of the funds provided under this Agreement in whole or in part will be used to advocate or promote gun control.

**29. BLOCKING ACCESS TO PORNOGRAPHY**

OWNER agrees none of the funds provided under this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; Nothing in section shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**30. EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

- A. This Agreement and the employees working on this Agreement are be subject to the whistleblower rights and remedies in the pilot program on Owner employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) § 3.908.
- B. The OWNER shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The OWNER shall insert the substance of this clause, including this paragraph (c), in all subcontracts over \$150,000.

**31. PRO-CHILDREN ACT**

OWNER shall comply with the Pro-Children Act of 1994, 20 U.S.C. 7183, as may be amended, which imposes restrictions on smoking in facilities where federally funded children's services are provided. OWNER is prohibited from allowing smoking in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. OWNER understands failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order.

**32. INCREASING SEAT BELT USE IN THE UNITED STATES.**

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), OWNER should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**33. REDUCING TEXT MESSAGING WHILE DRIVING.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), OWNER should encourage its

employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**34. PUBLICATION REQUIREMENTS**

OWNER agrees when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter “statements”)--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the OWNER must include an acknowledgement of federal assistance using one of the following or a similar statement.

- A. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

- B. If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by CDC/HHS and \$XX amount and XX percentage funded by non- government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

## EXHIBIT C

### Rental Breakdown as of 12/01/20

Room #1 \$40/hr x 13 hrs = \$520/day, \$3,120.00 for 6 days

Room #2 \$40/hr x 13 hrs = \$520/ day, \$3,120.00 for 6 days

Staffing \$17.45/hr x 28 hrs = \$488.60 for 6 days

Weekly Grand Total \$6,728.60 for a total amount including cost reimbursements not to exceed \$100,000 as described in the corresponding Memorandum of Agreement.



**EXHIBIT D**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned OWNER 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.

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

\_\_\_\_\_  
Signature of Owner's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Owner's Authorized Official