

FOURTH AMENDMENT TO THE FIFTH MEMORANDUM OF AGREEMENT

THIS FOURTH AMENDMENT TO THE FIFTH MEMORANDUM OF AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

37th DISTRICT AGRICULTURAL ASSOCIATION, hereinafter referred to as "37TH DAA,"

with reference to the following:

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

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

WHEREAS, on March 24, 2016, COUNTY and the 37th DAA entered into an Emergency Facilities Use Agreement; and

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

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

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

WHEREAS, the COUNTY and the 37th DAA entered into a First Memorandum of Agreement effective May 4, 2020 through June 27, 2020; and

WHEREAS, the COUNTY and the 37th DAA entered into a Second Memorandum of Agreement effective July 8, 2020 through September 1, 2020; and

WHEREAS, the COUNTY and the 37th DAA entered into a Third Memorandum of Agreement effective September 1, 2020 through September 30, 2020; and

WHEREAS, the COUNTY and the 37th DAA entered into a Fourth Memorandum of Agreement effective October 1, 2020 through May 1, 2021; and

WHEREAS, the COUNTY and the 37th DAA entered into a Fifth Memorandum of Agreement effective May 1, 2021 through October 1, 2021; and

WHEREAS, on June 24, 2021, the COUNTY and the 37th DAA executed the First Amendment to the Fifth Memorandum of Agreement; and

WHEREAS, on October 1, 2021, the COUNTY and the 37th DAA executed the Second Amendment to the Fifth Memorandum of Agreement; and

WHEREAS, the parties executed a Third Amendment to the Fifth Memorandum of Agreement effective January 1, 2022 through March 31, 2022; and

WHEREAS, the parties desire to execute a Fourth Amendment to the Fifth Memorandum of Agreement to further extend the Fifth Memorandum of Agreement through June 30, 2022; and

WHEREAS, the parties desire to add additional federal clauses required by grant funding provided by the Federal Department of Human and Health; and

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

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

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

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

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

WHEREAS, the County Emergency Manager of the County of Santa Barbara requested the mutual assistance of 37TH DAA, pursuant to the Emergency Management Mutual

Aid Plan to provide emergency management support in connection with the COVID-19 INCIDENT; and

WHEREAS, the 37TH DAA provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials from May 4, 2020 to assist with emergency management services in connection with the COVID-19 INCIDENT; and

NOW THEREFORE IT IS HEREBY AGREED:

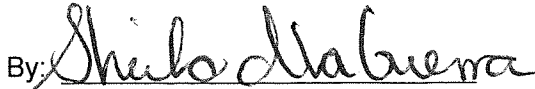
- I. The 37TH DAA and COUNTY agree to extend the term of the MOA from April 1, 2022 to June 30, 2022; and
- II. The 37th DAA agrees to comply with all Federal Provisions attached hereto and incorporated by this reference which are a supplement to Exhibit H;
- III. The 37th DAA agrees to document all of its mutual assistance costs related to the COVID-19 INCIDENT, *as attachments* to this MOA and submit to COUNTY as soon as practicable.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to be effective April 1, 2022.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

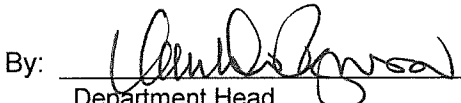
Joan Hartmann

By: 
Chair, Board of Supervisors

Date: 3-15-22

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

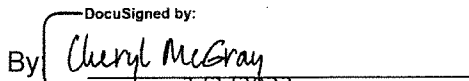
By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

37th District Agricultural Association
Cheryl McGray
SM Fairpark Board President

DocuSigned by:
By: 
Date: 7CAA1DA4B853462 / 2022

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Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

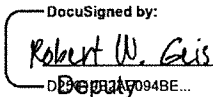
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Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head

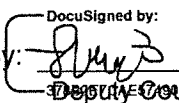
By:  _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Risk Management

By:  _____
Deputy County Counsel

By:  _____
Risk Management

37th District Agricultural Association
Cheryl McGray
SM Fairpark Board President

By: _____
Date: _____

Exhibit H

Supplemental Federal Provisions

1. EQUAL EMPLOYMENT OPPOTURNITY

During the performance of this Agreement, 37TH DAA agrees as follows:

- A. 37TH DAA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 37TH DAA 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. 37TH DAA 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. 37TH DAA will, in all solicitations or advertisements for employees placed by or on behalf of 37TH DAA, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. 37TH DAA 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 37TH DAA'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 37TH DAA 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 37TH DAA agrees to comply with said regulation.
- E. 37TH DAA 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 37TH DAA'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 37TH DAA 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. 37TH DAA 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. 37TH DAA 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 37TH DAA may request the United States to enter into such litigation to protect the interests of the United States.

2. NONDISCRIMINATION

- A. 37TH DAA 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. 37TH DAA 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. 37TH DAA 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.

3. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the 37TH DAA 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.

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

- A. 37TH DAA 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.

5. **REMEDIES FOR NONCOMPLIANCE**

In the event COUNTY determines, in its sole discretion, that 37TH DAA 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 37TH DAA to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

6. **CHANGES**

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that 37TH DAA considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the 37TH DAA shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the 37TH DAA identifies any Government conduct (including actions, inactions, and written or oral communications) that the 37TH DAA regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the 37TH DAA, 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 37TH DAA 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 37TH DAA 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. 37TH DAA'S estimate of the time by which COUNTY must respond to 37TH DAA'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, 37TH DAA shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the 37TH DAA.
- 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 37TH DAA 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 37TH DAA gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the 37TH DAA'S notice information is inadequate to make a decision, advise 37TH DAA 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 37TH DAA, and the conduct causes an increase or decrease in the 37TH DAA'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 37TH DAA'S failure to provide notice or to continue performance as provided herein.

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

This is an acknowledgement that federal financial assistance will be used to fund this Agreement. 37TH DAA will only use federal funds as authorized herein. 37TH DAA will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

8. **MANDATORY DISCLOSURE**

37TH DAA 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. 37TH DAA 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.)

9. **CONTROLLED SUBSTANCES**

37TH DAA 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.

10. **ACTIVITIES ABROAD**

37TH DAA 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.

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

37TH DAA 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>.

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

37TH DAA 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.

13. **RESTRICTION ON ABORTIONS**

37TH DAA shall not use any funds provided under this Agreement for an abortion.

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

37TH DAA 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.

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

37TH DAA 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. 37TH DAA 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.

16. U.S. FLAG AIR CARRIERS

37TH DAA 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.

17. USA PATRIOT ACT

The 37TH DAA 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).

18. CAP ON SALARIES

37TH DAA 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.

19. GUN CONTROL PROHIBITION

37TH DAA agrees none of the funds provided under this Agreement in whole or in part will be used to advocate or promote gun control.

20. BLOCKING ACCESS TO PORNOGRAPHY

37TH DAA 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.

21. 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 37TH DAA 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 37TH DAA 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 37TH DAA shall insert the substance of this clause, including this paragraph (c), in all subcontracts over \$150,000.

22. PRO-CHILDREN ACT

37TH DAA 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. 37TH DAA 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. 37TH DAA 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.

23. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), 37TH DAA 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.

24. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), 37TH DAA 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.

25. PUBLICATION REQUIREMENTS

37TH DAA 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 37TH DAA 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.