

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

**SUBRECIPIENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 24th day of October, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Fresno Area Hispanic Foundation, a California 501(c)(3) nonprofit corporation whose address is 1444 Fulton Street, Fresno, CA 93721 ("SUBRECIPIENT").

**WITNESSETH:**

**WHEREAS**, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program; and

**WHEREAS**, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an "Eligible Use," collectively "Eligible Uses"):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, the COUNTY intends to allocate a portion of its SLFRF to SUBRECIPIENT for one or more Eligible Uses; and

**WHEREAS**, the SUBRECIPIENT represents that since 2002 its primary purpose is to promote education and self-sufficiency in the Hispanic business community within the Central Valley by providing resources to individuals in business management or individuals interested in entrepreneurship with help including, but not limited to: technical assistance, educational workshops, loan programs, networking events, and operating as a business incubator that helps to meet the needs of the growing small business community; and

**WHEREAS**, the SUBRECIPIENT represents that it has a long history of collaborating with the

1 COUNTY, Fresno Chamber of Commerce, and local community-based organizations to help elevate  
2 minority-owned businesses, increase representation, and properly resource Fresno’s small business  
3 community; and

4 **WHEREAS**, the Treasury observes that small businesses faced widespread challenges due to the  
5 pandemic, including periods of shutdown, decline in revenue, increased costs, or lack of access to capital.  
6 Small business faced significant challenges in covering payroll, mortgages or rent, and other operating  
7 costs as a result of the public health emergency and compliance to health orders to contain the spread of  
8 COVID-19; and

9 **WHEREAS**, the SUBRECIPIENT represents that the COUNTY’s small business community was  
10 negatively economically impacted; in particular many minority-owned small businesses and  
11 microbusinesses in the food vending industry struggled to generate sales to stay in operation, lost  
12 revenue due to required closures, and were unable secure federal or state COVID relief funding, which  
13 subsequently resulted in many closures in the community due to the pandemic; and

14 **WHEREAS**, the SUBRECIPIENT represents that it works closely with the local mobile food  
15 vendor industry, which historically has been underrepresented, with limited access to resources to help  
16 existing vendors and/or entrepreneurs navigate through the governmental permitting processes, limited  
17 support for food vendors, or help for individuals to pursue financial assistance or to obtain proper  
18 permits and licensing requirements to operate or start a mobile food vending business in the COUNTY;  
19 and

20 **WHEREAS**, the SUBRECIPIENT represents that it intends to use SLFRF to expand its capacity  
21 in its Mobile Food Vendors Program, which provides technical assistance to eligible small businesses,  
22 microbusiness, food vendors, and prospective vendors. The SUBRECIPIENT is initiating a pilot  
23 program that will build a mobile food cart designed to meet the safety requirements of the COUNTY  
24 Department of Public Health, streamline the permitting process for individuals interested in  
25 becoming mobile food vendors, and the SUBRECIPIENT will provide financial and technical  
26 assistance, and financial grants to individuals and small businesses interested in purchasing a  
27 mobile food vending cart; and

28 **WHEREAS**, the SUBRECIPIENT represents that the Mobile Food Vendors Program will address

1 the negative economic impacts of the COVID-19 pandemic through grants that will be made available to  
2 Fresno County-based impacted small businesses, disproportionately impacted small businesses,  
3 microbusinesses, and entrepreneurs interested in starting a mobile food vendor business. SLFRF  
4 provided under this Agreement will help SUBRECIPIENT fund personnel, grant administration, and  
5 technical assistance provided in the fields related to financial management and business planning  
6 designed to strengthen each business, as well as to provide financial assistance through the provision of  
7 start-up and expansion grants that will assist and grow the mobile food vendor industry in Fresno  
8 County (collectively referred to as “Program”); and

9 **WHEREAS**, the SUBRECIPIENT represents that each small business and/or entrepreneur that it  
10 will assist with these grants of SLFRF shall demonstrate an identified harm it has experienced,  
11 consistent with ARPA-SLFRF requirements, as a result of the public health emergency, such as lost  
12 revenue or increased costs, challenges covering payroll, rent or mortgage, or other operating costs,  
13 insufficient capacity to weather financial hardships, and general financial insecurity resulting from the  
14 public health emergency, and that each startup assisted with grants by SUBRECIPIENT shall  
15 demonstrate that it has faced greater difficulty accessing credit than prior to the pandemic or faced  
16 increased costs to starting the business due to the pandemic, or has lost expected startup capital due to  
17 the pandemic; and

18 **WHEREAS**, the SUBRECIPIENT represents that its Program will serve Fresno County-based  
19 impacted individuals and impacted small businesses located in underserved areas or disadvantaged  
20 communities, and disproportionately impacted small businesses that are located in Qualified Census Tracts  
21 (QCT), and will provide preference for small businesses and entrepreneurs that operate or plan to operate  
22 in rural unincorporated communities of Fresno County, when feasible; and

23 **WHEREAS**, the SUBRECIPIENT’s marketing and outreach activities will target small business  
24 and microbusiness owners, small businesses and entrepreneurs of color, and women-owned  
25 businesses and other businesses in historically underserved communities; and

26 **WHEREAS**, the Treasury acknowledges a range of potential circumstances in which assisting  
27 impacted small businesses would be responsive to negative economic impacts, including identifying  
28 whether the small businesses faced challenges in covering payroll, mortgage or rent, or other operating

1 costs as a result of the public health emergency and measures taken to contain the spread of COVID-  
2 19; and

3 **WHEREAS**, the Final Rule provides that programs, including but not limited to loans or grants  
4 made available to impacted small businesses and disproportionately impacted small businesses to  
5 mitigate financial hardship such as decline in revenues or impacts of business closures, assistance to  
6 implement COVID-19 prevention and mitigation tactics, or technical assistance, counseling, or other  
7 services to assist with business planning needs are enumerated uses of SLFRF; and

8 **WHEREAS**, the Final Rule provides that programs that assist small businesses may include  
9 small business start-ups, microbusinesses, and individuals seeking to start small start-ups could be  
10 responsive to the negative economic impacts of the pandemic, for example, assistance with additional  
11 costs associated with COVID-19 mitigation tactics, or if a small business start-up or microbusiness faced  
12 greater difficulty accessing credit than prior to the pandemic or faced increased costs to starting the  
13 business due to the pandemic or if a particular small business or microbusiness had lost expected start-  
14 up capital due to the pandemic; and

15 **WHEREAS**, the Treasury acknowledges small businesses faced significant challenges during  
16 the pandemic, with minority-owned businesses facing additional obstacles, including disparities rooted in  
17 systemic issues present before the pandemic and overrepresentation in industries hit hardest by the  
18 economic downturn compared to nonminority owned businesses; and

19 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will  
20 address the negative economic impacts of the pandemic by funding the Program's expenditures related  
21 to small business and microbusiness grants, personnel, technical training assistance/consultants,  
22 outreach and marketing, and administrative costs that will assist impacted individuals, small businesses,  
23 and microbusiness in Fresno County; and

24 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to  
25 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by  
26 providing funding assistance to the SUBRECIPIENT to implement the Program; and

27 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit  
28 organizations for Eligible Uses, in particular those nonprofit organizations that serve individuals and

1 families that have been impacted by the pandemic, for the purpose of meeting ARPA's goals; and

2 **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is an  
3 Eligible Use of SLFRF under the ARPA, in reliance on information provided by SUBRECIPIENT; and

4 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the  
5 COUNTY may provide SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures, as  
6 permitted under the Interim Final Rule and Final Rule.

7 **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein  
8 contained, the parties hereto agree as follows:

9 1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

10 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in  
11 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and  
12 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to  
13 SUBRECIPIENT under this Agreement.

14 B. SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are  
15 a subaward of SLFRF to carry out the Program.

16 C. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this  
17 award may only be spent on Eligible Uses in compliance with the ARPA, the United States Department  
18 of the Treasury ("TREASURY") regulations implementing section 602 of the ARPA, and guidance issued  
19 by the TREASURY regarding the foregoing.

20 D. SUBRECIPIENT represents that it intends to use SLFRF to implement its  
21 Program, which will provide technical assistance and grants for eligible small businesses and startups in  
22 the mobile food vendor industry that will operate in Fresno County. SLFRF provided under this  
23 Agreement will help fund expenditures related to the SUBRECIPIENT's Program, including grant  
24 administration, technical assistance in the fields related to financial management and business planning  
25 designed to strengthen each business, as well as to provide financial assistance through the provision of  
26 business expansion and startup grants that will assist and grow the mobile food vendor industry in  
27 Fresno County, as shown on Table 1-1 of Exhibit B, attached and incorporated by this reference.  
28

1 E. During the Term of this Agreement, SUBRECIPIENT shall carry out the Program  
2 by furnishing to the COUNTY information described in Exhibit A, Program Description, which is attached  
3 and incorporated by this reference.

4 F. Compliance. SUBRECIPIENT is obligated by this Agreement and is responsible  
5 to ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the  
6 County of Fresno, and laws of the State of California, and all laws of the Federal government. This  
7 includes, but is not limited to, compliance with all requirements set forth in the Uniform Administrative  
8 Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the  
9 TREASURY's Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds  
10 ("Compliance Guidance"), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local  
11 Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before April 1, 2022)  
12 and Final Rule ("Final Rule") (for expenditures on April 1, 2022, or later), and any subsequent updates,  
13 including TREASURY's Frequently Asked Questions. The award terms and conditions required by the  
14 TREASURY are set forth in Exhibit F, which is attached and incorporated by this reference, as provided  
15 by the TREASURY. Notwithstanding anything provided in Section 8 of this Agreement, or in this  
16 Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(F).

17 G. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken  
18 and completed, and all SLFRF granted under this Agreement are fully expended, no later than  
19 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY  
20 in writing, whether it can complete the Program or fully expend the SLFRF granted under this  
21 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully  
22 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,  
23 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a  
24 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account  
25 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and  
26 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

27 H. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the  
28 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or

1 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against  
2 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at  
3 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or  
4 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury  
5 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or  
6 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

7 I. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other  
8 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF  
9 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five  
10 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF  
11 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the  
12 Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

13 J. None of the personnel employed in the administration of the Program shall be in  
14 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title  
15 5, U.S. Code, as applicable.

16 K. None of the SLFRF to be paid under this Agreement shall be used for any  
17 partisan political activity, or to support or defeat legislation pending before Congress.

18 **2. PROCUREMENT REQUIREMENTS**

19 A. SUBRECIPIENT shall comply with all procurement requirements specified in the  
20 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

21 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority  
22 businesses, women's business enterprises, and labor surplus area firms are used when possible, when  
23 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §  
24 200.321.

25 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a  
26 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United  
27 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

1           3.       **REPORTING REQUIREMENTS**

2           A.       **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to the  
3 COUNTY's designated contact, as designated by the COUNTY's County Administrative Officer in writing  
4 at the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this  
5 Agreement as provided by this Section 3.A. The reports shall contain, but not be limited to, the  
6 information described in Exhibits B and C, which are attached and incorporated by this reference, and  
7 must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report  
8 comply with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as  
9 set forth by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than  
10 fifteen (15) days after the end of each quarter listed below for the term of this Agreement, beginning with  
11 the first quarter ending after the Effective Date:

- 12                               1) January 1 – March 31, due by April 15
- 13                               2) April 1 – June 30, due by July 15
- 14                               3) July 1 – September 30, due by October 15
- 15                               4) October 1 – December 31, due by January 15

16           B.       **Annual Performance Report:** Within fifteen (15) days after each June 30,  
17 SUBRECIPIENT shall submit one "Annual Performance Report" to the COUNTY, covering all  
18 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The  
19 report shall contain, but not be limited to, the information contained in Exhibit D, which is attached and  
20 incorporated by this reference.

21           C.       **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty  
22 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and  
23 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to  
24 facilitate closeout of the Program and ensure that the COUNTY's obligations and requirements under  
25 the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to  
26 SUBRECIPIENT written acceptance of the Final Program Report.

27           4.       **NONDISCRIMINATION**

28           A.       During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,



1 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not  
2 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any  
3 employee, applicant for employment or person receiving services under this Agreement because of race,  
4 religious creed, color, national origin, ancestry, physical or mental disability including perception of  
5 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,  
6 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military  
7 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors  
8 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination  
9 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the  
10 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at  
11 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under  
12 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil  
13 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis  
14 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act  
15 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at  
16 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving  
17 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42  
18 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,  
19 activities, and services provided or made available by state and local governments or instrumentalities or  
20 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);  
21 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as  
22 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of  
23 Federal Regulations.

24 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of  
25 this Section 4 in all subcontracts to perform work under this Agreement.

26 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the  
27 opportunity to express, and have considered, their views, grievances, and complaints regarding  
28 SUBRECIPIENT's delivery of services.

1           5.       **CONFLICTS OF INTEREST; ETHICS**

2           A.       SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest  
3 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each  
4 activity funded under this award. SUBRECIPIENT must disclose in writing to the TREASURY and to  
5 COUNTY any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR §  
6 200.12. Further, no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any  
7 gifts, service, favor, employment, engagement, remuneration, or economic opportunity which would tend to  
8 improperly influence a reasonable person in that position to depart from the faithful and impartial discharge  
9 of the duties of that position.

10           B.       No officer, agent, consultant, or employee of SUBRECIPIENT may use their position  
11 to secure or grant any unwarranted privilege, preference, exemption, or advantage for themselves, any  
12 member of their household, any business entity in which they have a financial interest, or any other person.

13           C.       No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an  
14 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any  
15 private business in which they have a financial interest.

16           D.       No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any  
17 report or other document because it might tend to affect unfavorably their private financial interests.

18           E.       No officer, agent, consultant, employee, or elected or appointed official of the  
19 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any  
20 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for themselves, or for  
21 those whom they have family or business ties, during their tenure, or for one year thereafter, for any of the  
22 work to be performed pursuant to the Program.

23           6.       **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

24           A.       Any licenses, certificates or permits required by the federal, state, county, or municipal  
25 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A  
26 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this  
27 Agreement.

28           B.       SUBRECIPIENT must maintain such licenses, certificates, and permits in full force

1 and effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses,  
2 professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be  
3 procured and maintained by SUBRECIPIENT at no expense to the COUNTY.

4 C. SUBRECIPIENT must show proof of established "indirect cost rates," as defined by  
5 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5  
6 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with  
7 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

8 7. **OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

9 A. SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference  
10 materials, and telephone service necessary for SUBRECIPIENT to provide the services and operate the  
11 Program identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay  
12 SUBRECIPIENT for any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such  
13 items. Responsibility for the costs and expenses incurred by SUBRECIPIENT in providing and maintaining  
14 such items is the sole responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall  
15 comply with the Uniform Cost Administrative Principles, and Audit Requirements for Federal Awards.

16 8. **SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

17 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with  
18 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic  
19 reports to TREASURY.

20 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY for  
21 SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF program,  
22 SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as applicable, and  
23 reporting requirements, as applicable.

24 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's  
25 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under  
26 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve  
27 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this  
28 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to

1 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this  
2 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

3 9. **PENALTIES**

4 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as  
5 described herein, may result in the TREASURY's recoument of SLFRF from the COUNTY, and that in  
6 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

7 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.  
8 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY  
9 may impose additional conditions, as described in 2 CFR §200.208. If the COUNTY determines that  
10 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more  
11 of the following actions, as appropriate in the circumstances:

- 12 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall  
13 refund SLFRF upon demand by COUNTY.
- 14 B. Temporarily withhold cash payments pending correction of the deficiency by  
15 SUBRECIPIENT, or more severe enforcement action by the COUNTY;
- 16 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all  
17 or part of the cost of the activity or action not in compliance;
- 18 D. Wholly or partly suspend or terminate the SLFRF;
- 19 E. Recommend the TREASURY initiate suspension or debarment proceedings;
- 20 F. Withhold further SLFRF for the Program; and
- 21 G. Take other remedies that may be legally available.

22 10. **FINANCIAL MANAGEMENT**

23 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by  
24 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all  
25 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as  
26 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized  
27 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized  
28 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate

1 accounts that correspond to each such authorized use provided further that such separate accounts are  
2 subject to this Section 10(A), and are segregated and identified by a unique identifier. In no event shall  
3 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,  
4 or charge.

5 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's  
6 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance  
7 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which  
8 Uniform Guidance requirements apply or how they apply.

9 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement  
10 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute  
11 Eligible Uses of SLFRF and shall document all funding decisions. Upon request by COUNTY, the  
12 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to  
13 the COUNTY.

14 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most  
15 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than  
16 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it  
17 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial  
18 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial  
19 accountability submissions shall be provided to County of Fresno, County Administrative Office at 2281  
20 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address  
21 [fresnocaob@fresnocountyca.gov](mailto:fresnocaob@fresnocountyca.gov).

22 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,  
23 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this  
24 transaction by any federal department or agency. This certification is made pursuant to the regulations  
25 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant  
26 program-specific regulations. This provision shall be required of every subcontractor receiving any  
27 payment in whole or in part from Federal funds.

1 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which  
2 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,  
3 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and  
4 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions  
5 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the  
6 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall  
7 have access to all books, documents, accounts, records, reports, files, papers, things, property,  
8 contractors of program services, and other persons pertaining to such financial transactions and  
9 necessary to facilitate the audit.

10 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and  
11 records, including invoices, payroll registers, time records, contracts, and accounting documents  
12 concerning matters that are reasonably related to the Program shall be provided upon request to the  
13 COUNTY.

14 H. Expenditures eligible for reimbursement from the SLFRF are described in Exhibit  
15 B, which is attached and incorporated by this reference. SUBRECIPIENT shall not make any changes in  
16 the line-item expenditures in Exhibit B without prior written approval of the COUNTY.

17 I. No cash reimbursement for purchases of any kind is allowable.

18 11. **TERM**

19 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the  
20 Effective Date until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program  
21 Report under section 3(C) of this Agreement, unless sooner terminated as provided herein.  
22 Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to  
23 cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written  
24 acceptance of the Final Program Report under Section 3(C) of this Agreement shall include the COUNTY's  
25 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The  
26 County Administrative Officer or their designee is authorized to execute this written acceptance of the Final  
27 Program Report and notification of term end to SUBRECIPIENT.

1           12.    **TERMINATION**

2           A.    Non-Allocation of Funds: The terms of this Agreement, and the services to be  
3 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
4 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
5 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)  
6 days advance written notice.

7           B.    Breach of Contract: The COUNTY may immediately suspend or terminate this  
8 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 9                   1)    An illegal or improper use of funds;  
10                   2)    A failure to comply with any term of this Agreement;  
11                   3)    A substantially incorrect or incomplete report submitted to the COUNTY;  
12                   4)    Improperly performed service.

13           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
14 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall  
15 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
16 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the  
17 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of  
18 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT  
19 shall promptly refund any such SLFRF upon demand.

20           C.    Without Cause: Under circumstances other than those set forth above, this  
21 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention  
22 to terminate to SUBRECIPIENT.

23           13.    **GRANT FUNDING/COMPENSATION**

24           A.    The parties understand that funding for this Agreement is SLFRF provided pursuant to  
25 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant  
26 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an  
27 amount not to exceed five hundred thousand dollars (\$500,000).

28           It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to

1 SUBRECIPIENT for the Program shall not exceed five hundred thousand dollars (\$500,000), which will  
2 provide funding assistance to the SUBRECIPIENT for the implementation of the Program, consisting of  
3 expenditures for personnel, grant administration, technical assistance in the fields related to financial  
4 management and business planning designed to strengthen each business, as well as to provide financial  
5 assistance through the provision of start-up and expansion grants that will assist and grow the mobile food  
6 vendor industry in Fresno County, which is responsive to the public health emergency or its negative  
7 economic impacts due to the pandemic. SUBRECIPIENT shall track number of clients benefiting from  
8 SUBRECIPIENT's Program, each client's community of origin and economic status, and any milestones  
9 and Program achievements in its quarterly and annual reporting to the COUNTY through the course of the  
10 program term, including any aggregate data to show measurable accomplishments of the Program.  
11 Accomplishments include but are not limited to the number of participants, the community the participants  
12 operate in, and each participant's successful completion of the Program, which will provide participants  
13 with a minimum of 10 hours of bilingual one-on-one technical assistance in the areas of: licensing, permits,  
14 financial management, banking and bookkeeping, marketing, grant funding, and applying for Individual  
15 Tax ID Numbers. SUBRECIPIENT shall submit written payment requests for the payment of eligible  
16 necessary expenses in support of the Program. Payment requests for the COUNTY to make a such  
17 payment shall be in accordance with the sample Payment Request Form, attached as Exhibit B, and  
18 incorporated by this reference. Payment requests shall detail purchase orders, receipts, and  
19 reimbursement requests, including but not limited to payment directly to vendors and/or manufacturers to  
20 ensure proper funding allocations, as needed, detailing items purchased, and expenses incurred or  
21 anticipated to be incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this  
22 Agreement.

23       Following the Effective Date of this Agreement, SUBRECIPIENT may make one (1) payment  
24 request to a maximum of fifty thousand dollars (\$50,000), equivalent to ten percent (10%) of the Program's  
25 total budgeted amount of five hundred thousand dollars (\$500,000), to cover eligible expenditures in  
26 support of the Program. The first payment request from SUBRECIPIENT to the COUNTY shall also be  
27 accompanied by a written certification from the SUBRECIPIENT that the payment request is consistent  
28 with the amount of work scheduled to be performed or materials to be purchased with the amount of



1 funding being requested from the COUNTY, and that said payment request is in accordance with the  
2 Program, Table 1-1 of Exhibit B of this Agreement. After appropriate review and inspection of the first  
3 drawdown request, the COUNTY shall make the first payment available to SUBRECIPIENT. After the first  
4 payment request, SUBRECIPIENT may make additional subsequent payment requests to the COUNTY  
5 on a 60-day basis (every 60 days) for eligible expenditures to be funded with the remaining balance of the  
6 Program's budget, in accordance with this Agreement.

7 SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the  
8 disbursement of funds to meet the Program needs. SUBRECIPIENT is responsible for monitoring the  
9 Program's cash flow needs and submitting reimbursement requests to COUNTY in a timely manner to  
10 assure adequate coverage of Program needs. It is understood that all expenses incidental to  
11 SUBRECIPIENT's performance of services in carrying out its Program under this Agreement shall be  
12 borne by SUBRECIPIENT.

13 SUBRECIPIENT shall submit documentation to the County of Fresno, County Administrative Office  
14 located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address  
15 [fresnocoao@fresnocountyca.gov](mailto:fresnocoao@fresnocountyca.gov). Payment by COUNTY shall be in arrears for services provided during  
16 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of  
17 SUBRECIPIENT's invoice and supporting documentation by COUNTY. Requests for advancement of  
18 funds for anticipated eligible expenditures shall also be accompanied by a written certification from the  
19 SUBRECIPIENT consistent with the amount of work scheduled to be performed or materials to be  
20 purchased with the amount of funding being requested from the COUNTY, and that the payment request  
21 is in accordance with the Program, Table 1-1 of Exhibit B of this Agreement. After appropriate review and  
22 inspection of the payment request for advanced funding, the COUNTY shall make the payment available  
23 to SUBRECIPIENT in a timely manner, less any amounts outstanding for which prior advanced funds have  
24 not been fully expended or accounted with supporting documentation.

25 If SUBRECIPIENT fails to comply with any provision of this Agreement, COUNTY shall be relieved of its  
26 obligations for further compensation.

27 B. To ensure compliance with Federal and State regulations, COUNTY may require  
28 additional supporting documentation or clarification of claimed expenses as follows:

1                   i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional  
2 documentation or clarification.

3                   ii. SUBRECIPIENT shall respond within five (5) business days with required  
4 additional documentation or clarification to avoid disallowances/partial payment of invoice.

5                   iii. All invoices containing expenses that need additional documentation or  
6 clarification not provided to COUNTY within five (5) business days of request shall have those expenses  
7 disallowed, and only the allowed expenses shall be paid.

8                   iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice  
9 only, and must be accompanied by required documentation.

10                   C. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out  
11 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this  
12 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional  
13 consideration, compensation, salary, wages, or other type of remuneration for services rendered under  
14 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from  
15 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.  
16 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County  
17 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

18                   14. **INDEPENDENT CONTRACTOR**

19                   In performance of the work, duties and obligations assumed by SUBRECIPIENT under this  
20 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the  
21 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an  
22 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
23 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
24 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and  
25 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
26 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

27                   SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and  
28 regulations, if any, of governmental authorities having jurisdiction over all matters subject thereto.

1 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right  
2 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable  
3 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
4 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating  
5 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all  
6 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
7 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

8 15. **MODIFICATION**

9 Any matters of this Agreement may be modified from time to time by the written consent of all the  
10 parties. Changes to line items established in Exhibit B, which, when added together during the term of  
11 the Agreement do not exceed ten percent (10%) of the total maximum compensation payable to  
12 SUBRECIPIENT, may be made with the written approval of SUBRECIPIENT and County's  
13 Administrative Officer or designee. These modifications shall not result in any change to the maximum  
14 compensation amount payable to SUBRECIPIENT, as described in Section 13.

15 16. **NON-ASSIGNMENT**

16 Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under  
17 this Agreement without the prior written consent of the other party.

18 17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at  
19 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs  
20 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and  
21 losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by  
22 SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs  
23 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and  
24 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
25 performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this  
26 Agreement. SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the  
27 TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this  
28 Agreement.

1 The provisions of this Section 17 shall survive the termination or expiration of this Agreement.

2  
3 18. **INSURANCE**

4 SUBRECIPIENT shall comply with all the insurance requirements in Exhibit G to this Agreement.

5 19. **RECORDKEEPING AND CONFIDENTIALITY**

6 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT  
7 must maintain records and financial documents for five (5) years after all SLFRF have been expended or  
8 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by  
9 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is  
10 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no  
11 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

12 B. SUBRECIPIENT shall maintain reasonable security measures to protect records  
13 containing personal information from unauthorized access, acquisition, destruction, use, modification, or  
14 disclosure pursuant to the California Consumer Privacy Act (CCPA) to ensure against a breach of  
15 security of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have  
16 established written policies and procedures that align with CCPA, and shall follow such procedures.  
17 Upon request, SUBRECIPIENT shall make available to COUNTY staff such written policies and  
18 procedures, and shall be monitored for compliance.

19 20. **AUDITS AND INSPECTIONS:**

20 A. SUBRECIPIENT shall, at any time during business hours, and as often as the  
21 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data  
22 with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the  
23 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
24 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly  
25 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any  
26 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the  
27 reviewing entity deems to be appropriate in order to determine:

- 28 1) Whether the objectives of the Program are being achieved;

- 2) Where the Program is being operated in an efficient and effective manner;
- 3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;
- 4) Whether the financial operations of the Program are being conducted properly;
- 5) Whether the periodic reports to the COUNTY contain accurate and reliable information;
- 6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement; and
- 7) Whether all activities associated with the Program are in compliance with the Interim Final Rule and Final Rule for the SLFRF, the Compliance Guidance, and any subsequent guidance issued by TREASURY.

B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to the inspection, review, and audit by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit requirements.

21. **NOTICES** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

1                    COUNTY  
2                    COUNTY OF FRESNO  
3                    ARPA - SLFRF Coordinator  
4                    2281 Tulare Street, Room 304  
5                    Fresno, CA 93721

SUBRECIPIENT  
                      Fresno Area Hispanic Foundation  
                      1444 Fulton Street  
                      Fresno, CA 93721  
                      Attention:  
                      Yery Olivares, Chief Operating Officer

6                    All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this  
7 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
8 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
9 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
10 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
11 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
12 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
13 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
14 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
15 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
16 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
17 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
18 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
19 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
20 beginning with section 810).

21                    22.        **GOVERNING LAW**

22                    Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
23 California. The rights and obligations of the parties and all interpretation and performance of this  
24 Agreement shall be governed in all respects by the laws of the State of California.

25                    23.        **ADVICE OF ATTORNEY**

26                    Each party warrants and represents that in executing this Agreement, it has received  
27 independent legal advice from its attorneys, or the opportunity to seek such advice.  
28

1           24.    **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

2           This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit  
3 or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status  
4 to operate as a corporation.

5           Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions  
6 that they are a party to while SUBRECIPIENT is providing goods or performing services under this  
7 agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party  
8 and in which one or more of its directors has a material financial interest. Members of the Board of  
9 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
10 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated herein by  
11 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
12 immediately thereafter.

13           25.    **ELECTRONIC SIGNATURES**

14           The parties agree that this Agreement may be executed by electronic signature as provided in  
15 this section. An "electronic signature" means any symbol or process intended by an individual signing  
16 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
17 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
18 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to  
19 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing  
20 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
21 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of  
22 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
23 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
24 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
25 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
26 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
27 conditioned upon the parties conducting the transactions under it by electronic means and either party  
28 may sign this Agreement with an original handwritten signature.

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26. **ENTIRE AGREEMENT:**

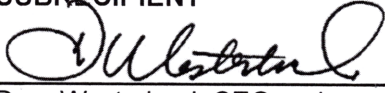
This Agreement constitutes the entire agreement between the SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to be integrated into this Agreement, and binding on the parties.

//



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **SUBRECIPIENT**

4   
5 \_\_\_\_\_  
6 Dora Westerlund, CEO and  
7 President of the Fresno Area  
8 Hispanic Foundation

**COUNTY OF FRESNO**

9   
10 \_\_\_\_\_  
11 Sal Quintero, Chairman of the Board of  
12 Supervisors of the County of Fresno

13 Mailing Address:  
14 Fresno Area Hispanic Foundation  
15 1444 Fulton Street  
16 Fresno, CA 93721

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

17 By:   
18 \_\_\_\_\_  
19 Deputy

20 FOR ACCOUNTING USE ONLY:  
21 Fund: 0026  
22 Org: 1033  
23 Subclass: 91021  
24 Account: 7845

## **Exhibit A**

### **Program Description**

The SUBRECIPIENT represents that since 2002, its primary purpose is to promote education and self-sufficiency in the Hispanic business community within the Central Valley by providing resources to individuals in business management or individuals interested in entrepreneurship with help, including but not limited to: technical assistance, educational workshops, loan programs, networking events, and operating as a business incubator that helps to meet the needs of the growing small business community. The SUBRECIPIENT represents that it works closely with the local mobile food vendor industry, which historically has been underrepresented with limited access to resources to help existing vendors and/or entrepreneurs navigate through the governmental permitting processes, lack of educational information, or help for individuals to pursue financial assistance or to obtain proper permits and licensing requirements to operate or start a mobile food vending business in the COUNTY. The SUBRECIPIENT represents that Fresno County's small business community was negatively economically impacted, in particular, many minority owned small businesses and microbusinesses in the food vending industry struggled to generate sales to stay in operation, lost revenue due to required closures, and were unable secure federal or state COVID relief funding, which subsequently resulted in many closures in the community due to the pandemic

SLFRF provided under this Agreement will help SUBRECIPIENT fund personnel, grant administration, will provide technical assistance in the fields related to financial management and business planning designed to strengthen each business, as well as to provide financial assistance through the provision of start-up and expansion grants that will assist and grow the mobile food vendor industry in Fresno County. In order to comply with ARPA-SLFRF, the SUBRECIPIENT will use SLFRF funding to assist small businesses that meet the following criteria:

- Successful completion of the Subrecipient's Mobile Food Vendor Program training, which will provide participants with a minimum of 10 hours of bilingual one-on-one technical assistance in the areas of: licensing, permits, financial management, banking and bookkeeping, marketing, grant funding, and applying for Individual Tax ID Numbers.

- Meet the definition of a small business as described in 31 CFR Part 35.3, which states, “A business concern or other organization that: (1) Has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and (2) is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).”
- Have an identified harm as a result of the public health emergency, such as:
  - o lost revenue or increased costs, challenges covering payroll, rent or mortgage, or other operating costs, insufficient capacity to weather financial hardships, and general financial insecurity resulting from the public health emergency
  - o startups that have faced greater difficulty accessing credit than prior to the pandemic or faced increased costs to starting the business due to the pandemic or if particular small businesses had lost expected startup capital due to the pandemic

SUBRECIPIENT shall provide preferences to impacted individuals and impacted small businesses located in underserved areas or disadvantaged communities, and disproportionately impacted small businesses that are located in QCTs, and will provide preference for small businesses and entrepreneurs that operate or plan to operate in rural unincorporated communities of Fresno County, when feasible. The SUBRECIPIENT’s marketing and outreach activities will target small business and microbusiness owners, small businesses and entrepreneurs of color, and women-owned businesses and other businesses in historically underserved communities.

## **Exhibit B**

### **Subrecipient Expenditure Plan**

SUBRECIPIENT shall provide to COUNTY payment requests for eligible expenses to complete the Program. Following the Effective Date of this Agreement, SUBRECIPIENT may make one (1) payment request to a maximum of fifty thousand dollars (\$50,000), equivalent to ten percent (10%) of the Program's total budgeted amount (\$500,000), to cover eligible expenditures in support of the Program. The payment request from SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be performed or materials to be purchased with the amount of funding being requested from the COUNTY. Payment requests shall detail purchase orders, receipts, and reimbursement requests, including but not limited to payment directly to vendors and/or manufacturers to ensure proper funding allocations, as needed detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

**Exhibit B (continued)**

**Table 1-1, Expenditure Plan**

		Total Grant Award:	500,000
COST CATEGORY	COST DESCRIPTION	TOTAL REQUESTED GRANT FUNDS	Narrative
Personnel	Program Director	40,000	Will support the mobile food vendor program director salaries, payroll taxes, and benefits.
Personnel	Grant Technical Assistance Providers	67,500	Will fund development of services such as the Technical Assistance and Financial Workshops that benefits individuals interested in mobile food vending industry. Expenditures include but is not limited to materials, salaries, payroll taxes, and benefits.
Personnel	Outreach Coordinator	10,000	Will fund outreach services which may include contacting mobile food vendors to notify of the program and direct them to our team for further assistance in addition to coordinating meetings and workshops with mobile food vendors and provide other technical assistance as needed. Expenditures include but is not limited to materials, salaries, payroll taxes, and benefits.
Operations	Marketing/Advertising	7,500	Will fund the mobile food vendor marketing efforts, for example: radio, social media, television.
Direct Services	Mobile Food Vendors Grants	350,000	Will be used to provide grant assistance up to \$4,000 for each eligible individuals to assist in the purchase mobile food vendor cart or improvements of a mobile vendor cart approved by the health department and related expenses.
Administration	Overhead (utilities, rent, equipment, etc.)	25,000	Will fund the Organization's overhead expenses. (5% of overall grant amount)

**Exhibit B (continued)**

**ARPA-SLFRF Payment Request Form**

Date: Click or tap to enter a date.

County of Fresno  
ARPA-SLFRF Coordinator  
2281 Tulare St, Rm 304  
Fresno, CA 93721

Agreement No: ##-###  
Program: Title of Program  
Subrecipient Name  
Subrecipient Remittance Address  
Subrecipient Remittance Address City, CA Zip Code  
UEI: Unique Entity ID #

Service Period: E.G., January 1, 2023 – March 31, 2023  
Drawdown or Reimbursement Request: Amount Requested (E.G., \$100,000.00)

<u>Line Item</u>	<u>Payee/Vendor</u>	<u>Invoice/Reference #</u>	<u>Amount</u>
Total:			

I certify that this request for payment is consistent with the amount of work that has been completed to date, detailing items purchased and expenses incurred or anticipated to be incurred in support of the Program in accordance with the Subrecipient Expenditure Plan (Exhibit B) documented in the executed agreement referenced above, and as evidenced by the enclosed invoices and supporting documents.

Sincerely,

Authorized Signee Title  
Signee Name

## Exhibit C Subrecipient Quarterly Expenditure Report

Program	
Unique Entity ID (UEI):	Agreement Number: ##-###
Name of Entity:	Program Name:
Reporting Period Start Date: Click or tap to enter a date.	Reporting Period End Date: Click or tap to enter a date.
Expenditure Category: 2 - Negative Economic Impacts	
Total Award: \$500,000	Remaining Balance:

Expenditures					
Category		Cumulative Expenditures To Date	Cumulative Obligations To Date	Current Period Expenditures	Current Period Obligations
2.29	Loans or Grants to Mitigate Financial Hardship	\$	\$	\$	\$

**Status (select one)**

	Not started
	Completed less than 50 percent
	Completed more than 50 percent
	Completed

Project Achievements and Milestones
Describe program achievements and upcoming milestones.

Authorized Signature	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>	Click or tap to enter a date. <i>Date</i>
Prepared by: Print Name	

## Exhibit D

### Annual Performance Report

All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are required to produce an Annual Report. The Annual Report provides information on the SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an effective and equitable manner.

The initial Annual Report must cover the period from the date of award to the following June 30th and must be submitted to the County within 15 calendar days after the end of the reporting period. Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to submit the report to the County within 15 calendar days after the end of the 12-month period (by July 15th).

Annual Report	Period Covered	Due Date
1	Award – June 30, 2023	July 15, 2023
2	July 1, 2023 – June 30, 2024	July 15, 2024
3	July 1, 2024 – June 30, 2025	July 15, 2025
4	July 1, 2025 – June 30, 2026	July 15, 2026
5	July 1, 2026 – December 31, 2026	January 15, 2027

#### **Instructions:**

SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting Responsibilities (Reporting Guidance) located at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for detailed guidance on the submission of this report.



## **Exhibit E**

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno (“County”), members of a contractor’s board of directors (“County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.”

The definition above will be used for purposes of completing this disclosure form.

#### **Instructions**

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

## Exhibit F

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records.
  - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs as specified in the Scope of Work.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b) Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or

condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - x. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color,
  - iii. religion, national origin, sex, familial status, or disability;
  - iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and

services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
- b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for

payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b) The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient 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.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient 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.

#### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.



1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document, and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## Exhibit G

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the SUBRECIPIENT or any third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The SUBRECIPIENT shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the SUBRECIPIENT's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the SUBRECIPIENT shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the SUBRECIPIENT shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person

identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the SUBRECIPIENT has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the SUBRECIPIENT's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the SUBRECIPIENT shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the SUBRECIPIENT shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the SUBRECIPIENT shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the SUBRECIPIENT or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the SUBRECIPIENT has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the SUBRECIPIENT shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's

compensation insurance required by this Agreement. The SUBRECIPIENT is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not the SUBRECIPIENT obtains such an endorsement.

(F) **County's Remedy for Subrecipient's Failure to Maintain.** If the SUBRECIPIENT fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the SUBRECIPIENT. The County may offset such charges against any amounts owed by the County to the SUBRECIPIENT under this Agreement.

(G) **Subcontractors.** The SUBRECIPIENT shall require and verify that all subcontractors used by the SUBRECIPIENT to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the SUBRECIPIENT to provide services under this Agreement using subcontractors.