

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of May, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Poverello House, a 501(c)(3) California nonprofit corporation whose address is 412 F Street, Fresno, CA 93706 ("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 its mission began in 1973, when its founder began helping individuals experiencing food insecurity by providing them peanut butter and jelly sandwiches out of his vehicle; and

WHEREAS, the SUBRECIPIENT, a nonprofit, provides relief to the most vulnerable populations, including providing food, clothing, shelter, and medical attention; and

WHEREAS, the SUBRECIPIENT represents that for over 30 years, its small commercial kitchen headquartered in downtown Fresno has served thousands of meals through three of its programs: 1)

1 Onsite meals, which provides free hot meals three times daily during breakfast, lunch, and dinner hours for
2 individuals in need; 2) Offsite meals, which are hot meals prepared by the SUBRECIPIENT and delivered
3 to various partner agencies consisting of emergency shelters, nonprofits, and disadvantaged communities
4 throughout the COUNTY; and 3) Emergency Food Bags program, which provides emergency food bags to
5 clients upon request; and

6 **WHEREAS**, the SUBRECIPIENT represents that in the early 1990s, its kitchen was remodeled and
7 rated with a capacity to prepare approximately 1,200 daily meals, but overtime the SUBRECIPIENT's
8 kitchen and workforce development culinary program has helped the SUBRECIPIENT nearly double its
9 serving capacity to approximately 2,500 daily meals, which benefits thousands of families and individuals
10 experiencing food insecurity or homelessness; and

11 **WHEREAS**, the SUBRECIPIENT represents that during the course of the pandemic, as many
12 social service agencies and homeless shelters were heavily regulated or closed for extended periods to
13 prevent the spread of COVID-19, the SUBRECIPIENT's commercial kitchen remained open, its workforce
14 continued to prepare and provide daily meals in the community, and the SUBRECIPIENT delivered pre-
15 made meals and emergency food bags to various emergency shelters in Fresno County; and

16 **WHEREAS**, the SUBRECIPIENT represents that the pandemic exacerbated homelessness in the
17 COUNTY, for example based on the 2020 Annual Point in Time Count, an annual count of sheltered and
18 unsheltered people experiencing homelessness, on a single night in January 2020, there were 3,251
19 people in the COUNTY experiencing homelessness, while two years later, the 2022 Annual Point in Time
20 Count identified 3,938 people in the COUNTY experiencing homelessness; and

21 **WHEREAS**, the SUBRECIPIENT represents that during the course of the pandemic it has seen the
22 demand for meals increase by approximately 200-300 daily meals, which is due to many factors including
23 but not limited to increases in living expenses, more individuals becoming homeless or in need of
24 emergency shelter, and rising food prices; and

25 **WHEREAS**, the SUBRECIPIENT represents that its food programs and kitchen operation will
26 continue to be impacted by the increasing demand and will be limited by its current kitchen production
27 capacity, and the SUBRECIPIENT forecasts that by the end of 2023, demand will likely increase to
28 approximately 5,500 daily meals needed to adequately continue serving individuals impacted by the

1 pandemic; and

2 **WHEREAS**, the SUBRECIPIENT's kitchen is located at 412 F Street, Fresno, CA 93706, and
3 identified in Qualified Census Tract (QCT) 06019000300, which had a reported population of 3,755 people,
4 a Median Household Income of \$38,167, and a poverty percentage of 48%, according to the five-year
5 reports prepared by the U.S. Census, American Community Survey estimates for the five-years 2017
6 through 2021; and

7 **WHEREAS**, the SUBRECIPIENT represents that for over 30-years, its commercial kitchen, which is
8 currently staffed by employees, volunteers, and individuals participating in Poverello House's Residential
9 Rehabilitation Program / Culinary Services Program have served thousands of daily meals, the kitchen has
10 provided workforce development for individuals interested in the food service industry, restaurant
11 operations, and catering fields, and the kitchen has provided hot meals for other nonprofit partners such
12 as Marjaree Mason Center, Breaking the Chains, Lighthouse, and various emergency shelters and
13 programs located throughout Fresno County; and

14 **WHEREAS**, the SUBRECIPIENT represents that during the course of the pandemic, its kitchen
15 reached its maximum capacity to effectively meet the increasing demand for daily meals, its kitchen's
16 operation is in need of an expansion, and a kitchen renovation will maximize use of the existing space, will
17 help accommodate additional staff and volunteers, and would allow for new commercial equipment to be
18 acquired by the SUBRECIPIENT so that it can increase its volume of daily meals produced; and

19 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
20 provide funding assistance for the construction and planned tenant improvements that will remodel its
21 existing kitchen, will help increase operational efficiencies and capacity, would enable the SUBRECIPIENT
22 to expand its workforce training program, would enable the SUBRECIPIENT's meal programs to reach
23 food deserts throughout rural Fresno County, and will be responsive to the negative social impacts
24 exacerbated by the public health emergency; and

25 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit
26 organizations for Eligible Uses, for the purpose of meeting ARPA's goals; and

27 **WHEREAS**, the Final Rule identified food insecurity as a negative economic impact of the
28 COVID-19 public emergency, with nearly 20 million adults living in households sometimes experiencing

1 food insecurity, where there was not enough food to eat; and

2 **WHEREAS**, the Final Rule specified that food insecurity was exacerbated in many communities,
3 specifically in disadvantaged communities, areas in qualified census tracts, and moderate to low-income
4 households across the United States more than in those households in areas with higher incomes; and

5 **WHEREAS**, under the Final Rule, programs that benefit impacted individuals, households, and
6 communities are responsive to the negative economic impacts of the COVID-19 public health emergency,
7 and are an eligible use of SLFRF; and

8 **WHEREAS**, the Final Rule provided that food assistance is an enumerated eligible use and capital
9 expenditures related to food banks and other facilities primarily dedicated to addressing food insecurity are
10 eligible uses under ARPA; and

11 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
12 provide funding assistance for the construction of the kitchen renovations intended to increase daily
13 meal production consisting of the following expenditures: general improvement requirements, planning,
14 site work, concrete and masonry works, new foundation, plumbing improvements, purchase of
15 materials, doors and windows, finishing items, specialty items, equipment, mechanical and electrical
16 improvements in support of a new culinary services facility designed to provide workforce training and
17 which will increase capacity to continue serving the community for the next three decades and would
18 benefit individuals experiencing food insecurity or homelessness in the County of Fresno (Program); and

19 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
20 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by assisting
21 the Subrecipient make capital improvements to its commercial kitchen so that it can increase the volume of
22 daily meals produced so that it can continue serving thousands of individuals impacted pandemic in Fresno
23 County; and

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

27 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
28 COUNTY may provide SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures, as

permitted under the Interim Final Rule and Final Rule.

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

1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

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

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

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

D. SUBRECIPIENT represents that it intends to use these SLFRF to fund costs related to the following: general improvement requirements, planning, site work, concrete and masonry works, new foundation, plumbing improvements, purchase of materials, doors and windows, finishing items, specialty items, equipment, mechanical and electrical improvements in support of a new culinary services facility designed to provide workforce training, which will increase capacity to continue serving the community for the next three decades and will benefit individuals experiencing food insecurity or homelessness in the County of Fresno.

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

F. Compliance. SUBRECIPIENT is obligated by this Agreement, and is responsible to ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the County of Fresno, and laws of the State of California, and all laws of the federal government. This includes, but is not limited to, compliance with all requirements set forth in the Uniform Administrative

1 Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the
2 TREASURY's Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds
3 ("Compliance Guidance"), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local
4 Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before April 1, 2022)
5 and Final Rule ("Final Rule") (for expenditures on April 1, 2022, or later), and any subsequent updates,
6 including TREASURY's Frequently Asked Questions. The award terms and conditions required by the
7 TREASURY are set forth in Exhibit F, which is attached and incorporated by this reference, as provided
8 by the TREASURY. Notwithstanding anything provided in Section 8 of this Agreement, or in this
9 Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(F).

10 G. Prevailing Wage.

11 a. For any portion of any of the work, service, and/or function (including, but
12 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
13 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors
14 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the
15 Program that is a "public work" for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
16 Division 2 of the California Labor Code (collectively, "Chapter 1 of the Labor Code"), (i) SUBRECIPIENT
17 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-
18 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with
19 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with
20 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of
21 this Section 1(G) into such agreements.

22 b. SUBRECIPIENT shall promptly provide a copy to COUNTY of any
23 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action
24 (collectively, "DIR Administrative or Legal Action") by or on behalf of the Director of the Department of
25 Industrial Relations of the State of California, including any representative thereof (collectively, the
26 "DIR") to or against SUBRECIPIENT, and SUBRECIPIENT's written responses, in any written form,
27 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT's provision of
28 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT's responses thereto, or

failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with respect to SUBRECIPIENT's obligations under this Section 1(G). SUBRECIPIENT acknowledges that the DIR provides the following internet resource:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

c. COUNTY does not make any representation, or provide any guidance, to SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers (including their respective sub-contractors at any tier), that constitutes a "public work," or (ii) the sufficiency of the DIR's internet resource, above, for purposes of compliance with this Section 1(G). The provisions of this Section 1(G) shall survive the expiration or termination of this Agreement.

d. SUBRECIPIENT is not relying on any representation or lack of representation of COUNTY with respect to this Agreement, the Program that is the object of the grant provided in this Agreement, or as to any matter described in this Section 1.G. COUNTY has not made any representation nor lack of representation with respect to this Agreement, the Program that is the object of the grant provided in this Agreement, or as to any matter described in this Section 1.G. to any contractors and/or suppliers (including their respective sub-contractors at any tier) or otherwise, retained or contracted with by SUBRECIPIENT, and no such person or entity may rely on any purported representation of the COUNTY with respect to this subject matter.

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

1 I. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the
2 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or
3 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against
4 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at
5 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or
6 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury
7 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or
8 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

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

15 K. None of the personnel employed in the administration of the Program shall be in
16 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
17 5, U.S. Code, as applicable.

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

20 2. **PROCUREMENT REQUIREMENTS**

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

23 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
24 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
25 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
26 200.321.

27 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a
28 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

D. SUBRECIPIENT agrees to prioritize in its procurement decisions employers who can demonstrate that their workforce meets high safety and training standards (e.g., professional certification, licensure, and/or robust in-house training), that hire local workers and/or workers from historically underserved communities, and who directly employ their workforce or have policies and practices in place to ensure contractors and subcontractors meet high labor standards, and to prioritize employers (including contractors and subcontractors) without recent violations of federal and state labor and employment laws.

E. All contracts made by SUBRECIPIENT in excess of \$100,000 with respect to water, sewer, or broadband infrastructure projects that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

3. **REPORTING REQUIREMENTS**

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

1) January 1 – March 31, due by April 15

2) April 1 – June 30, due by July 15

3) July 1 – September 30, due by October 15

4) October 1 – December 31, due by January 15

B. **Annual Performance Report:** Within fifteen (15) days after each June 30, SUBRECIPIENT shall submit one "Annual Performance Report" to the COUNTY, covering all

performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The report shall contain, but not limited to, the information contained in Exhibit D, which is attached and incorporated by this reference.

C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and expenses incurred by SUBRECIPIENT, and any other information that presents how SLFRF helped SUBRECIPIENT implement the Program in an effective, efficient, and equitable manner to facilitate closeout of the Program and ensure that the COUNTY's obligations and requirements under the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program Report.

4. **NONDISCRIMINATION**

A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY, SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 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; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving

1 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
2 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
3 activities, and services provided or made available by state and local governments or instrumentalities or
4 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
5 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
6 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
7 Federal Regulations.

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

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

13 5. **CONFLICTS OF INTEREST: ETHICS**

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

22 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her
23 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or
24 herself, any member of his or her household, any business entity in which he or she has a financial interest,
25 or any other person.

26 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an
27 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any
28 private business in which he or she has a financial interest.

1 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any
2 report or other document because it might tend to affect unfavorably his or her private financial interests.

3 E. No officer, agent, consultant, employee, or elected or appointed official of the
4 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
5 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or
6 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year
7 thereafter, for any of the work to be performed pursuant to the Program.

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

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

13 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and
14 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional
15 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and
16 maintained by SUBRECIPIENT at no expense to the COUNTY.

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

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

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

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

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

5 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
6 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
7 Subsections A and B of this Section 2, (ii) nothing in Subsections A or B of this Section 8 relieve
8 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
9 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to
10 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this
11 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

12 9. **PENALTIES**

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

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

21 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
22 refund SLFRF upon demand by COUNTY.

23 B. Temporarily withhold cash payments pending correction of the deficiency by
24 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

25 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all
26 or part of the cost of the activity or action not in compliance;

27 D. Wholly or partly suspend or terminate the SLFRF;

28 E. Recommend the TREASURY initiate suspension or debarment proceedings;

- F. Withhold further SLFRF for the Program; and
- G. Take other remedies that may be legally available.

10. **FINANCIAL MANAGEMENT**

A. All of the SLFRF received by SUBRECIPIENT shall be maintained by SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate accounts that correspond to each such authorized use provided further that such separate accounts are subject to this Section 10.A., and are segregated and identified by a unique identifier. In no event shall any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee, or charge.

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

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

D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial accountability submissions shall be provided to County of Fresno, County Administrative Office located

at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
fresnocal@fresnocountyca.gov.

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

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

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

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

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

11. **TERM**

The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the Effective Date until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program

Report under section 3.C. of this Agreement, unless sooner terminated as provided herein. Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written acceptance of the Final Program Report under section 3.C of this Agreement shall include the COUNTY's written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The County Administrative Officer or his or her designee is authorized to execute this written acceptance of the Final Program Report and notification of term end to SUBRECIPIENT.

12. **TERMINATION**

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

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

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

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

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

to terminate to SUBRECIPIENT.

13. **GRANT FUNDING/COMPENSATION**

A. The parties understand that funding for this Agreement is SLFRF provided pursuant to ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to provide to SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to exceed one million dollars (\$1,000,000).

It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to SUBRECIPIENT for the Program shall not exceed one million dollars (\$1,000,000) to fund construction costs for tenant improvements to remodel the SUBRECIPIENT's commercial kitchen consisting of the following: general improvement requirements, planning, site work, concrete and masonry works, new foundation, plumbing improvements, purchase of materials, doors and windows, finishing items, specialty items, equipment, mechanical and electrical improvements in support of a new culinary services facility designed to provide workforce training, which will increase capacity to continue serving the community for the next three decades and would benefit individuals experiencing food insecurity or homelessness in the County of Fresno. SUBRECIPIENT shall submit written drawdown requests for the payment of eligible necessary expenses in support of the Program. Drawdown requests for the COUNTY to make such payments shall be in accordance with the sample Drawdown Request Form, attached as Exhibit B and incorporated by this reference. Drawdown requests shall include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program for eligible items listed in Table 1-1 of Exhibit B of this Agreement.

SUBRECIPIENT shall track the status of the capital expenditures necessary to remodel the commercial kitchen in support of the Program, including providing the COUNTY timeline updates, notifications on completed milestones, and updates on the SUBRECIPIENT's anticipated opening dates in its quarterly and annual reporting to the COUNTY through the course of the Program's term, including any aggregate information to show measurable accomplishments of the Program.

SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the disbursement of funds to meet the Program needs. Upon receipt of purchase or work orders acceptable

1 to the COUNTY, COUNTY shall grant SLFRF to SUBRECIPIENT. SUBRECIPIENT is responsible for
2 monitoring the Program's cash flow needs and submitting drawdown requests to COUNTY in a timely
3 manner to assure adequate coverage of Program needs. It is understood that all expenses incidental to
4 SUBRECIPIENT's carrying out its Program under this Agreement shall be borne by SUBRECIPIENT.

5 SUBRECIPIENT shall submit documentation to the County of Fresno, County Administrative
6 Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
7 fresnocal@fresnocountyca.gov. Payment by COUNTY shall be in arrears for services provided during
8 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of
9 SUBRECIPIENT's invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to
10 comply with any provision of this Agreement, COUNTY shall be relieved of its obligations for further
11 compensation.

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

14 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
15 documentation or clarification.

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

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

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

23 C. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out
24 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this
25 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
26 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
27 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
28 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.

1 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County
2 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

3 14. **INDEPENDENT CONTRACTOR**

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

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

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

21 15. **MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the written consent of all the
23 parties without, in any way, affecting the remainder.

24 16. **NON-ASSIGNMENT**

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

27 17. **HOLD HARMLESS** SUBRECIPIENT shall indemnify and hold harmless and defend the
28 County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,

1 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind
2 to the COUNTY, the SUBRECIPIENT, or any third party that arise from or relate to the performance or
3 failure to perform by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or employees)
4 under this Agreement. The COUNTY may conduct or participate in its own defense without affecting the
5 SUBRECIPIENT's obligation to indemnify and hold harmless or defend the COUNTY.

6 SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the
7 TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this
8 Agreement.

9 SUBRECIPIENT shall indemnify COUNTY against any and all costs, claims, penalties,
10 damages, or actions arising from this Agreement or made by any person or entity arising from any
11 violation or alleged violation of Section 1.G, herein. Such indemnification shall not be limited to the term
12 of this Agreement.

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

14 18. **INSURANCE**

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

16 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

23 B. SUBRECIPIENT shall maintain reasonable security measures to protect records
24 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
25 disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security
26 of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have established
27 written policies and procedures that align with CCPA, and shall follow such procedures. Upon request,
28 SUBRECIPIENT shall make available to COUNTY staff such written policies and procedures, and shall

1 be monitored for compliance.

2 20. **AUDITS AND INSPECTIONS:**

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

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

26 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to
27 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
28 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this

1 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for
2 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees
3 to promptly reimburse the COUNTY for such payments upon request.

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Poverello House
ARPA - SLFRF Coordinator	412 "F" Street
2281 Tulare Street, Room 304	Fresno, CA 93706
Fresno, CA 93724	Attn: Zachary Darrah,
	Chief Executive Director

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

1 22. **GOVERNING LAW**

2 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
3 California.

4 The rights and obligations of the parties and all interpretation and performance of this Agreement
5 shall be governed in all respects by the laws of the State of California.

6 23. **ADVICE OF ATTORNEY**

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

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

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

13 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions
14 that they are a party to while SUBRECIPIENT is providing goods or performing services under this
15 agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party
16 and in which one or more of its directors has a material financial interest. Members of the Board of
17 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
18 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D, and incorporated herein by
19 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
20 immediately thereafter.

21 25. **ELECTRONIC SIGNATURES**

22 The parties agree that this Agreement may be executed by electronic signature as provided in
23 this section. An "electronic signature" means any symbol or process intended by an individual signing
24 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
25 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
26 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
27 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
28 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or

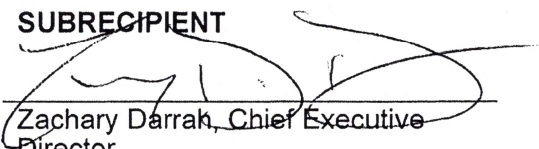
1 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
2 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
3 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
4 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
5 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
6 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
7 conditioned upon the parties conducting the transactions under it by electronic means and either party
8 may sign this Agreement with an original handwritten signature.

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

16 ///

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 Zachary Darrak, Chief Executive
6 Director
Poverello House

7 Mailing Address:
8 Poverello House
9 412 "F" Street
Fresno, CA 93706

COUNTY OF FRESNO


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

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

14 By: 

Deputy

15 **FOR ACCOUNTING USE ONLY:**

16 Fund: 0026

17 Subclass: 91021

18 ORG: 1033

19 Account: 7845
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Exhibit A

Program Description

In 1973, the SUBRECIPIENT's mission began with its founder helping individuals experiencing food insecurity by delivering peanut butter and jelly sandwiches out of his vehicle. The SUBRECIPIENT provides relief to the most vulnerable populations, including providing food, clothing, shelter, and medical attention. The SUBRECIPIENT owns a small commercial kitchen headquartered in downtown Fresno that has served thousands of meals through three of its programs: 1) Onsite meals, which provides free hot meals three times daily during breakfast, lunch, and dinner hours; 2) Offsite meals, which are hot meals prepared by the SUBRECIPIENT and delivered to various partner agencies consisting emergency shelters, nonprofits, and disadvantaged communities throughout the COUNTY; and 3) Emergency Food Bags program, which provides emergency food bags to clients upon request. During the course of the pandemic, while many social service programs were closed due to COVID-19, the SUBRECIPIENT represents that its commercial kitchen remained open and continued providing daily meals in the community. The SUBRECIPIENT represents that the pandemic exacerbated the number of individuals experiencing homelessness in the past three years, for example based on the 2020 Annual Point in Time Count, a count of sheltered and unsheltered people experiencing homelessness on a single night in January, in 2020 there were 3,251 people in the COUNTY experiencing homelessness, while two years later the 2022 Annual Point in Time Count identified 3,938 people in the COUNTY experiencing homelessness.

SLFRF provided under this Agreement will provide funding assistance for the construction of the kitchen renovations intended to increase daily meal production consisting of the following expenditures: general improvement requirements, planning, site work, concrete and masonry works, new foundation, plumbing improvements, purchase of materials, doors and windows, finishing items, specialty items, equipment, mechanical and electrical improvements in support of a new culinary services facility designed to provide workforce training, which will increase capacity to continue serving the community for the next three decades, and will benefit individuals experiencing food insecurity or homelessness in the County of Fresno.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SLFRF to be granted by the COUNTY to SUBRECIPIENT for the Program shall not exceed one
4 million dollars (\$1,000,000) to help fund construction costs for tenant improvements that will remodel the
5 SUBRECIPIENT's commercial kitchen consisting of the following: general improvement requirements,
6 planning, site work, concrete and masonry works, new foundation, plumbing improvements, purchase of
7 materials, doors and windows, finishing items, specialty items, equipment, mechanical and electrical
8 improvements in support of a new culinary services facility designed to provide workforce training and
9 will increase capacity to continue serving the community for the next three decades and would benefit
10 individuals experiencing food insecurity or homelessness in the County of Fresno. SUBRECIPIENT shall
11 submit written drawdown requests for the payment of eligible necessary expenses in support of the
12 Program. Drawdown requests for the COUNTY to make such payments shall be in accordance with the
13 sample Drawdown Request Form, attached as Exhibit B and incorporated by this reference. Drawdown
14 requests shall include copies of purchase orders, receipts, and reimbursement requests, detailing items
15 purchased, and expenses incurred or anticipated to be incurred in support of the Program for eligible
16 items listed in Table 1-1 of Exhibit B of this Agreement.

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Table 1-1, Expenditure Plan

Project: <u>Poverello House</u>	Bldg. SF: <u>5,092</u>
Address: <u>412 F. Street</u>	Site SF: _____
_____	Date: <u>12/12/2022</u>

Item #	Budget Item	Amount	Sub / Supplier
DIVISION 1- General Requirements			\$166,693.86
01001	Architectural	\$0.00	
01002	Engineering	\$0.00	
01025	Insurance	\$19,233.86	
01035	Plan Copies	\$725.00	
01040	Coordination	\$35,000.00	
01050	Supervision	\$56,000.00	
01055	Misc. Labor	\$1,750.00	
01100	Special Project Procedures	\$0.00	
01200	Project Meetings	\$0.00	
01300	Submittals	\$0.00	
01450	Testing	\$2,000.00	Asbestos Budget
01505	Storage Container	\$10,800.00	Equipment Storage
01510	Temporary Utilities	\$8,500.00	
01511	Rental Equipment	\$6,000.00	
01512	Travel and Set - Up	\$1,750.00	
01513	Temporary Phone	\$2,730.00	
01520	Portable Toilets	\$2,925.00	
01530	Trash Bins	\$8,000.00	
01560	Temporary Fence	\$3,980.00	Temp Fencing
01600	Material and Equipment	\$3,500.00	
01650	Facility Startup / Commissioning	\$0.00	w/coordination
01700	Contract Closeout	\$0.00	
01720	Staking	\$0.00	
01740	Clean - Up	\$3,800.00	
Divisions 2 - Sitework			\$73,375.00
02010	Sub Surface Investigations	\$0.00	
02050	Demolition	\$40,875.00	Includes CMU openings
02051	Kitchen Equipment Removal	\$12,500.00	
02100	Abatement	\$20,000.00	
02200	Earthwork	\$0.00	None
02360	Soil Treatment	\$0.00	None
02500	Paving and Surfacing	\$0.00	None
02600	Utility Piping Material	\$0.00	Existing
02660	Water Distribution	\$0.00	Existing
02700	Sewerage and Drainage	\$0.00	Existing
02760	Striping and Signage	\$0.00	Not shown on plans
02780	Power and Communications	\$0.00	None
02800	Fencing	\$0.00	Existing
02900	Landscape	\$0.00	None
DIVISION 3 -Concrete			\$33,638.00
03100	Concrete Formwork	\$0.00	
03200	Concrete Reinforcement	\$0.00	w/03300

**Table 1-1, Expenditure Plan
(Continued)**

03250	Compaction Testing	\$0.00	By Poverello
03300	Concrete Slab	\$33,638.00	
03370	Concrete Curing	\$0.00	
03400	Pre Cast Concrete	\$0.00	
03600	Grout	\$0.00	
DIVISION 4 - Masonry			\$9,950.00
04400	CMU / Stone	\$9,950.00	CMU Wall Washout area
Division 5 - Metals			\$74,250.00
05100	Structural Metal Framing	\$0.00	
05400	Cold Formed Metal Framing	\$7,200.00	Moren Block Opening Supports
05500	Metal Fabrications	\$19,850.00	Moren Exterior Canopy
05580	Stainless Steel	\$47,200.00	Stainless Wall Coverings
DIVISION 6 - Woods and Plastics			\$104,600.00
06060	Lumber	\$0.00	w/06100
06090	Simpson Connectors	\$0.00	w/06100
06100	Rough Carpentry-Roof Sheathing w/Plywood	\$22,500.00	Underlayment / Sheathing
06170	Mechanical Wood Curbs	\$27,100.00	New Equip Curbs / former equip infill
06171	Web Truss Modifications	\$15,000.00	Web Truss Modifications
06180	Structural Roof Upgrade	\$40,000.00	Structural Upgrades
06200	Finish Carpentry	\$0.00	Doors / Frames Install
06300	Wood Treatment	\$0.00	
06400	Architectural Woodwork / Millwork	\$0.00	None Shown
06500	Structural Plastics	\$0.00	
06600	Plastic Fabrications	\$0.00	
DIVISION 7 - Thermal and Moisture Protection			\$104,578.00
07200	Insulation	\$7,698.00	
07240	Cement Plaster	\$0.00	
07250	Fire Proofing	\$0.00	
07270	Fire Stopping	\$0.00	
07300	Shingles and Roofing Tiles	\$0.00	
07400	Manufactured Roofing and Siding	\$0.00	
07480	Exterior Wall Assemblies	\$0.00	
07500	Membrane Roofing	\$96,880.00	Remove & Replace
07570	Traffic Coatings	\$0.00	
07600	Flashing and Sheet Metal	\$0.00	
DIVISION 8 - Doors and Windows			\$26,544.67
08100	Metal Doors and Frames	\$26,544.67	
08200	Wood and Plastic Doors	\$0.00	
08250	Door Opening Assemblies	\$0.00	
08300	Special Doors	\$0.00	W/ 08100
08400	Entrances and Storefronts	\$0.00	
08500	Metal Windows	\$0.00	
08600	Wood and Plastic Windows	\$0.00	
08650	Special Windows	\$0.00	
08700	Hardware	\$0.00	included 08100
08800	Glazing	\$0.00	
DIVISION 9 - Finishes			\$162,306.00
09200	Lath and Plaster	\$0.00	
09250	Gypsum Board / Metal Studs	\$57,040.00	
09300	Tile / Epoxy Grout Figured	\$80,000.00	
09400	Terazzo	\$0.00	

Table 1-1, Expenditure Plan
(Continued)

09450	Stone Facing	\$0.00	
09500	Suspended Ceilings	\$4,334.00	
09550	Wood Flooring	\$0.00	None
09600	Stone Flooring	\$0.00	None
09630	LVT Floor-R & R	\$0.00	
09650	LVT Flooring-R & R	\$0.00	
09680	Base 6" Rubber	\$0.00	
09700	Base 6" Rubber	\$0.00	
09780	Interior plant 9,164 SF	\$0.00	
09800	Exterior Painting	\$2,500.00	Exterior selected areas
09900	Painting	\$8,098.00	Kitchen ceiling and partial walls
09950	FRP Wainscot	\$10,334.00	
DIVISION 10 - Specialties			\$10,255.00
10150	Toilet Partitions-Kitchen Restrooms	\$8,500.00	Kitchen RR Solid Plastic Partitions
10260	Wall and Corner Guards	\$0.00	Stainless with SS
10290	Pest Control	\$0.00	
10400	Identifying Devices-Interior HC Signage	\$585.00	CDBI
10500	Lockers	\$0.00	
10520	Fire Protection Specialties	\$450.00	3 Extinguishers
10750	Telephone Specialties	\$0.00	
10800	Toilet and Bath Accessories	\$720.00	Paper Towel / Soap Dispensers
DIVISION 11 - Equipment			\$701,604.44
11400	Food Service Equipment Install	\$50,749.00	includes air curtain install
11450	Food Service Equipment	\$361,567.13	includes two air curtains
11460	Kitchen Hoods	\$232,948.31	
11470	Custom Stainless Steel Tables	\$0.00	with equipment
11480	Walk-In Cooler / Freezer	\$56,340.00	
11500	Industrial Process Equipment		
11600	Laboratory Equipment		
11650	Planetarium Equipment		
11680	Office Equipment		
11700	Medical Equipment		
11780	Mortuary Equipment		
11850	Navigation Equipment		
11870	Agricultural Equipment		
DIVISION 12 - Furnishings			\$0.00
DIVISION 13 - Special Construction			\$0.00
13200	Liquid and Gas Storage Tanks	\$0.00	None
13220	Filter Underdrains and Media	\$0.00	None
13800	Building Automation Systems	\$0.00	None
13900	Fire Suppression and Supervisory Systems	\$0.00	Included in Captive Air Quote
13950	Special Security Construction	\$0.00	None
DIVISION 14 - Conveying Systems			\$0.00
14800	Scaffolding	\$0.00	Provided by Stucco Contractor
DIVISION 15 - Mechanical			\$491,518.00
15050	Basic Mechanical Materials and Methods	\$0.00	w/15550
15250	Mechanical Insulation	\$0.00	w/15650
15300	Fire Protection	\$13,024.00	
15400	Plumbing	\$235,325.00	
15500	Heating, Ventilating, and Air Conditioning	\$241,369.00	
15525	Custom Welded hard Duct work	\$0.00	
Prepared by CDBI 10/31/2022			
Page 3			

Table 1-1, Expenditure Plan
(Continued)

15550	Custom Exhaust Curbs	\$0.00	ASM
15650	Kitchen-Exhaust Hood Ventilation Ductwork	\$0.00	
15850	Air Handling	\$0.00	
15880	Air Distribution	\$0.00	
15950	Controls-Ansul Systems	\$1,800.00	Elvis
15990	Testing, Adjusting, and Balancing	\$0.00	
DIVISION 16 - Electrical			\$436,692.13
16050	Basic Electrical Materials and Methods	\$406,692.13	
16400	Title 24 testing	\$0.00	Included
16500	Lighting	\$0.00	Included
16600	Special Systems-Fire dampers	\$0.00	Included
16700	Communications	\$30,000.00	POS / Inventory Tracking
16850	Electrical Resistance Heating	\$0.00	
16900	Temp Power for food trucks	\$0.00	
16950	Testing	\$0.00	
	Sub Total	\$2,396,005.10	\$2,396,005.10
DIVISION 17 - GENERAL CONDITIONS AND PROFIT			
17100	Contingency	\$0.00	0%
	Sub Total	\$2,396,005.10	
17500	Profit	\$239,600.51	10%
	Total	\$2,635,605.61	
	Cost per Square Foot	\$517.60	

65085.54

Exhibit B (continued)

Drawdown Request Form

Date:

County of Fresno
ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93721

**Subject: Drawdown Request for
Payment:**

**Subrecipient
Program**

Subrecipient Name

In accordance with the executed Agreement for the above-referenced Program, the
[SUBRECIPIENT NAME] is requesting drawdown payment of \$ _____ in support of the
Program.

The [SUBRECIPIENT NAME] certifies 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, Table 1-1) documented in the executed
Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee

Invoice # / Contract #

Amount

Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)

Exhibit C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Tax Identification Number or Unique ID (TIN or SAM):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 1 Public Health	
Total Award: \$1,000,000	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
1	Other				
1.14	Other Public Health Services				
TOTAL					

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

<input type="checkbox"/>	Not started
<input type="checkbox"/>	Completed less than 50 percent
<input type="checkbox"/>	Completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

PROJECT STATUS

AUTHORIZED SIGNATURE

_____ <i>Signature</i>	_____ <i>Date</i>
Prepared by _____ <div style="text-align: center;">(Print name)</div>	

1 **Exhibit D**

2 **Annual Performance Report**

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

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

12

Annual Report	Period Covered	Due Date
1	Award – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	January 15, 2027

17

18 **Instructions:**

19 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
20 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf)
21 [Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.
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Exhibit E

Self-Dealing Transaction Disclosure Form

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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

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

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.

1 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been
2 expended or returned to Treasury, whichever is later.

3
4 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding
5 from this award.

6
7 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct
8 and indirect costs as specified in the Scope of Work.

9
10 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

11
12 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest
13 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each
14 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the
15 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in
16 accordance with 2 C.F.R. § 200.112.

17
18 9. Compliance with Applicable Law and Regulations.

19 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted
20 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the
21 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,
22 and executive orders, and Subrecipient shall provide for such compliance by other parties in any
23 agreements it enters into with other parties relating to this award.

24 b) Federal regulations applicable to this award include, without limitation, the following:

25 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
26 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
27 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
28

- 1 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the
2 Single Audit Act, shall apply to this award.
- 3 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
4 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
5 by reference.
- 6 iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant
7 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
8 by reference.
- 9 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
10 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
11 condition in all lower tier covered transactions (contracts and subcontracts described in 2
12 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
13 implementing regulation at 31 C.F.R. Part 19.
- 14 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth
15 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 16 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 17 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 18 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42
19 U.S.C. §§ 4601-4655) and implementing regulations.
- 20 x. Generally applicable federal environmental laws and regulations.
- 21 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
22 limitation, the following:
- 23 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
24 implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
25 race, color, or national origin under programs or activities receiving federal financial
26 assistance;
- 27
28

- 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, religion, national origin, sex, familial status, or disability;
- iii. 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;
- iv. 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
- v. 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 other

1 losses resulting in any way from the performance of this award or any contract, or subcontract
2 under this award.

- 3 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship
4 between the United States and Subrecipient.

5
6 16. Protections for Whistleblowers.

- 7 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise
8 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities
9 provided below, information that the employee reasonably believes is evidence of gross
10 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority
11 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or
12 a violation of law, rule, or regulation related to a federal contract (including the competition for or
13 negotiation of a contract) or grant.

- 14 b) The list of persons and entities referenced in the paragraph above includes the following:

- 15 i. A member of Congress or a representative of a committee of Congress;
16 ii. An Inspector General;
17 iii. The Government Accountability Office;
18 iv. A Treasury employee responsible for contract or grant oversight or management;
19 v. An authorized official of the Department of Justice or other law enforcement agency;
20 vi. A court or grand jury; or
21 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who
22 has the responsibility to investigate, discover, or address misconduct.

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

25
26 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217
27 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt
28

1 policies and programs for their employees when operating company-owned, rented or personally owned
2 vehicles.

3
4 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,
5 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce
6 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies
7 to decrease accidents caused by distracted drivers.

8
9 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF
10 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
11

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

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

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

- 24
25 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
26 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
27 discrimination under programs and activities receiving federal financial assistance, of any person in
28 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as

1 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
2 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
3 memoranda, and/or guidance documents.

- 4 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
5 with Limited English Proficiency," seeks to improve access to federally assisted programs and
6 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
7 Subrecipient understands that denying a person access to its programs, services, and activities
8 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
9 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
10 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
11 directives, to ensure that LEP persons have meaningful access to its programs, services, and
12 activities. Subrecipient understands and agrees that meaningful access may entail providing
13 language assistance services, including oral interpretation and written translation where necessary,
14 to ensure effective communication in the Subrecipient's programs, services, and activities.
- 15 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
16 develops applicable budgets and conducts programs, services, and activities. As a resource, the
17 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
18 on taking reasonable steps to provide meaningful access for LEP persons, please visit
19 <http://www.lep.gov>.
- 20 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
21 of continued receipt of federal financial assistance and is binding upon Subrecipient and
22 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
23 provided.
- 24 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
25 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
26 agrees to incorporate the following language in every contract or agreement subject to Title VI and
27 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
28 subcontractors, successors, transferees, and assignees:

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

- 12 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
13 with the aid of federal financial assistance by the Department of the Treasury, this assurance
14 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
15 during which the real property or structure is used for a purpose for which the federal financial
16 assistance is extended or for another purpose involving the provision of similar services or benefits.
17 If any personal property is provided, this assurance obligates the Subrecipient for the period during
18 which it retains ownership or possession of the property.
- 19 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
20 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
21 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
22 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
23 and reporting requirements.
- 24 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
25 complaints of discrimination on the grounds of race, color, or national origin, and limited English
26 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
27 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
28

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 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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

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.

- 1 (iii) The automobile liability insurance certificate must state that the policy covers any auto
2 used in connection with this Agreement.
- 3 (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state
4 the retroactive date of the policy, which must be prior to the date on which services
began under this Agreement.

5 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued
6 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.

7 (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement,
8 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
9 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
10 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
11 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
12 provide a written notice required by this paragraph is a breach of this Agreement.

13 (D) **County's Entitlement to Greater Coverage.** If the SUBRECIPIENT has or obtains insurance
14 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,
15 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
16 broader coverage, higher limits, or both, as required under this Agreement.

17 (E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its
18 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
19 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
20 SUBRECIPIENT obtains such an endorsement.

21 (F) **County's Remedy for Subrecipient's Failure to Maintain.** If the SUBRECIPIENT fails to keep
22 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
23 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
24 owed by the County to the SUBRECIPIENT under this Agreement.

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

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