

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS  
SUBRECIPIENT AGREEMENT**

This AGREEMENT (“Agreement”) is made and entered into this 24th day of October, 2023 (“Effective Date”), by and between the COUNTY OF FRESNO, a political subdivision of the state of California (“COUNTY”), and Self-Help Enterprises, a California nonprofit 501(c)(3) corporation, with a principal office located at 8445 W. Elowin Court, Visalia, Ca 93291 (“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 is a nonprofit organization that helps improve the living conditions of low-income individuals in the San Joaquin Valley by constructing affordable housing, preserving affordable housing stock, assisting communities to meet basic infrastructure needs, encouraging individuals from underserved areas to participate in service delivery and decision-making, and developing skills for self-sufficiency by providing technical assistance with the goal to improve communities around emergency preparedness and leadership development; and

**WHEREAS**, the SUBRECIPIENT represents that it has helped thousands of residents throughout

1 the San Joaquin Valley, including rural communities in the counties of Fresno, Kern, Kings, Madera,  
2 Mariposa, Merced, San Joaquin, Stanislaus, and Tulare to build and sustain healthy homes and  
3 communities; and

4 **WHEREAS**, the SUBRECIPIENT represents that it plans to construct the Cherry Crossing I project,  
5 a 72-unit affordable housing complex that will offer one, two, and three-bedroom units and will include an  
6 on-site community center in the City of Sanger. The Cherry Crossing I project will be built at the northeast  
7 corner of Sanger and Cherry Avenues in Sanger; and

8 **WHEREAS**, the SUBRECIPIENT represents that the community center is planned to provide  
9 residents with free access to after-school programs for children in the community, curriculum that focuses  
10 on Science, Technology, Engineering, and Mathematics (STEM) for children and youth, access to a  
11 computer lab and classes, training and assistance, provide financial and budgeting classes for adults,  
12 outdoor recreation areas, as well as various wellness activities and health screenings that will benefit  
13 individuals who have been impacted or disproportionately impacted by the COVID-19 pandemic or  
14 experienced negative economic impacts from the public health emergency; and

15 **WHEREAS**, the Final Rule observes that the COVID-19 pandemic disproportionately negatively  
16 impacted individuals in households in rural communities who were already experiencing inequality  
17 related to race, gender, age, or income before the pandemic; and

18 **WHEREAS**, the SUBRECIPIENT targets rural families whose income fall within the 60<sup>th</sup> percentile  
19 of the Area Median Income (AMI), as annually published by the State of California Department of Housing  
20 and Community Development (HUD), State Income Limit Reports; and

21 **WHEREAS**, the SUBRECIPIENT represents that the Cherry Crossing I project is located in a  
22 disadvantaged community with an average median household income of \$44,815, and a poverty level of  
23 23.2 percent according to the US Census, American Community Survey 5-year Estimates for years 2015-  
24 2019 (census tract 0601900006100); and

25 **WHEREAS**, the Final Rule has designated investment to address the lack of affordable housing  
26 and housing challenges and promotion of the development of affordable housing to increase long-term  
27 housing security for impacted communities as responsive to the negative economic impacts of the  
28 pandemic when provided to disproportionately impacted households and communities, and an eligible use

1 of SLFRF; and

2       **WHEREAS**, the Final Rule has designated investments to disproportionately impacted  
3 communities to improve health outcomes and public safety, such as parks, recreation facilities, and  
4 programs that increase healthier living environments, as an eligible use of SLFRF; and

5       **WHEREAS, the** SUBRECIPIENT represents that SLFRF provided under this Agreement will  
6 fund the purchase of a play structure, bicycle racks, and recreation equipment (foosball table) for the  
7 community center that will provide recreational space, promote community wellness, and provide for a  
8 healthier living environment that will benefit the residents of the Cherry Crossing project and neighboring  
9 areas who have been disproportionately impacted by the COVID-19 pandemic (Program); and

10       **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit  
11 organization for Eligible Uses, including to make investment in disadvantaged communities that were  
12 disproportionately impacted by the pandemic, for the purpose of meeting ARPA's goals; and

13       **WHEREAS**, the COUNTY has determined that the Program to be provided by the  
14 SUBRECIPIENT is an Eligible Use of SLFRF under the ARPA, in reliance on information provided by  
15 SUBRECIPIENT, and is part of a response that is related and reasonably proportional to the public  
16 health emergency or its negative economic impacts; and

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

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

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

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

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

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

5 D. SUBRECIPIENT represents that the Program will fund the purchase of a play  
6 structure, bicycle racks, and recreation equipment (foosball table) for the community center that will  
7 provide outdoor recreational space, promote community wellness, and provide for a healthier living  
8 environment that will benefit the residents of the Cherry Crossing project and neighboring areas who have  
9 been disproportionately negatively impacted by the COVID-19 pandemic.

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

13 F. Equipment. Any purchase of equipment with SLFRF must be used for the  
14 originally authorized purpose, consistent with regulations found in the Uniform Guidance, 2 CFR Part  
15 200, Subpart D, (200.313 Equipment), as follows:

- 16 a. *Title.* Subject to the requirements and conditions set forth in this section, title  
17 to equipment acquired under a Federal award will vest upon acquisition in the  
18 non-Federal entity subject to the following conditions:
- 19 i. Use the equipment for the authorized purposes of the project during the  
20 period of performance, or until the property is no longer needed for the  
21 purposes of the project.
  - 22 ii. Not encumber the property without approval of the Federal awarding  
23 agency or pass-through entity.
  - 24 iii. Use and dispose of the property in accordance with paragraphs (b), (c),  
25 and (e) of this section.
- 26 b. *General.* Non-Federal entities must follow paragraphs (c) through (e) of this  
27 section.  
28

1 c. *Use.*

2 i. Equipment must be used by the non-Federal entity in the program or  
3 project for which it was acquired as long as needed, whether or not the  
4 project or program continues to be supported by the Federal award, and  
5 the non-Federal entity must not encumber the property without prior  
6 approval of the Federal awarding agency. The Federal awarding agency  
7 may require the submission of the applicable common form for  
8 equipment. When no longer needed for the original program or project,  
9 the equipment may be used in other activities supported by the Federal  
10 awarding agency, in the following order of priority:

- 11 1. Activities under a Federal award from the Federal awarding  
12 agency which funded the original program or project, then
- 13 2. Activities under Federal awards from other Federal awarding  
14 agencies. This includes consolidated equipment for information  
15 technology systems.

16 ii. During the time that equipment is used on the project or program for  
17 which it was acquired, the non-Federal entity must also make equipment  
18 available for use on other projects or programs currently or previously  
19 supported by the Federal Government, provided that such use will not  
20 interfere with the work on the projects or program for which it was  
21 originally acquired. First preference for other use must be given to other  
22 programs or projects supported by Federal awarding agency that  
23 financed the equipment and second preference must be given to  
24 programs or projects under Federal awards from other Federal awarding  
25 agencies. Use for non-federally funded programs or projects is also  
26 permissible. User fees should be considered if appropriate.

27 iii. Notwithstanding the encouragement in CFR § 200.307 to earn program  
28 income, the non-Federal entity must not use equipment acquired with

1 the Federal award to provide services for a fee that is less than private  
2 companies charge for equivalent services unless specifically authorized  
3 by Federal statute for as long as the Federal Government retains an  
4 interest in the equipment.

5 iv. When acquiring replacement equipment, the non-Federal entity may use  
6 the equipment to be replaced as a trade-in or sell the property and use  
7 the proceeds to offset the cost of the replacement property.

8 d. *Management requirements.* Procedures for managing equipment (including  
9 replacement equipment), whether acquired in whole or in part under a Federal  
10 award, until disposition takes place will, as a minimum, meet the following  
11 requirements:

12 i. Property records must be maintained that include a description of the  
13 property, a serial number or other identification number, the source of  
14 funding for the property (including the FAIN), who holds title, the  
15 acquisition date, and cost of the property, percentage of Federal  
16 participation in the project costs for the Federal award under which the  
17 property was acquired, the location, use and condition of the property,  
18 and any ultimate disposition data including the date of disposal and sale  
19 price of the property.

20 ii. A physical inventory of the property must be taken and the results  
21 reconciled with the property records at least once every two years.

22 iii. A control system must be developed to ensure adequate safeguards to  
23 prevent loss, damage, or theft of the property. Any loss, damage, or theft  
24 must be investigated.

25 iv. Adequate maintenance procedures must be developed to keep the  
26 property in good condition.

27 v. If the non-Federal entity is authorized or required to sell the property,  
28 proper sales procedures must be established to ensure the highest

1 possible return.

2 e. *Disposition*. When original or replacement equipment acquired under a  
3 Federal award is no longer needed for the original project or program or for  
4 other activities currently or previously supported by a Federal awarding  
5 agency, except as otherwise provided in Federal statutes, regulations, or  
6 Federal awarding agency disposition instructions, the non-Federal entity must  
7 request disposition instructions from the Federal awarding agency if required  
8 by the terms and conditions of the Federal award. Disposition of the  
9 equipment will be made as follows, in accordance with Federal awarding  
10 agency disposition instructions:

11 i. Items of equipment with a current per unit fair market value of \$5,000 or  
12 less may be retained, sold or otherwise disposed of with no further  
13 responsibility to the Federal awarding agency.

14 ii. Except as provided in CFR §200.312(b), or if the Federal awarding  
15 agency fails to provide requested disposition instructions within 120  
16 days, items of equipment with a current per-unit fair market value in  
17 excess of \$5,000 may be retained by the non-Federal entity or sold. The  
18 Federal awarding agency is entitled to an amount calculated by  
19 multiplying the current market value or proceeds from sale by the  
20 Federal awarding agency's percentage of participation in the cost of the  
21 original purchase. If the equipment is sold, the Federal awarding agency  
22 may permit the non-Federal entity to deduct and retain from the Federal  
23 share \$500 or ten percent of the proceeds, whichever is less, for its  
24 selling and handling expenses.

25 iii. The non-Federal entity may transfer title to the property to the Federal  
26 Government or to an eligible third party provided that, in such cases, the  
27 non-Federal entity must be entitled to compensation for its attributable  
28 percentage of the current fair market value of the property.

1                   iv. In cases where a non-Federal entity fails to take appropriate disposition  
2                   actions, the Federal awarding agency may direct the non-Federal entity  
3                   to take disposition actions.

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

17                   H.     Prevailing Wage.

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



1                   b.       SUBRECIPIENT shall promptly provide a copy to COUNTY of any  
2 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action  
3 (collectively, "DIR Administrative or Legal Action") by or on behalf of the Director of the Department of  
4 Industrial Relations of the State of California, including any representative thereof (collectively, the  
5 "DIR") to or against SUBRECIPIENT, and SUBRECIPIENT's written responses, in any written form,  
6 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT's provision of  
7 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT's responses thereto, or  
8 failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with  
9 respect to SUBRECIPIENT's obligations under this Section 1(G). SUBRECIPIENT acknowledges that  
10 the DIR provides the following internet resource:

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

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

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

26                   I.       Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken  
27 and completed, and all SLFRF granted under this Agreement are fully expended, no later than  
28 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY

1 in writing, whether it can complete the Program or fully expend the SLFRF granted under this  
2 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully  
3 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,  
4 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a  
5 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account  
6 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and  
7 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

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

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

22 L. None of the personnel employed in the administration of the Program shall be in  
23 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title  
24 5, U.S. Code, as applicable.

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

27 2. **PROCUREMENT REQUIREMENTS**

28 A. SUBRECIPIENT shall comply with all procurement requirements specified in the

1 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

2 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority  
3 businesses, women's business enterprises, and labor surplus area firms are used when possible, when  
4 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §  
5 200.321.

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

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

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

19 3. **REPORTING REQUIREMENTS**

20 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to  
21 COUNTY designated contact, as designated by COUNTY's County Administrative Officer in writing at  
22 the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this  
23 Agreement as provided by this Section 3.A. The reports shall contain, but are not limited to, the  
24 information described in Exhibit B and C, which is attached and incorporated by this reference, and must  
25 include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report comply  
26 with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth  
27 by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen  
28

1 (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the  
2 first quarter ending after the Effective Date:

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

7 **B. Annual Performance Report:** Within fifteen (15) days after each June 30,  
8 SUBRECIPIENT shall submit one “Annual Performance Report” to the COUNTY, covering all  
9 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The  
10 report shall contain, but not limited to, the information contained in Exhibit D, which is attached and  
11 incorporated by this reference.

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

19 **4. NONDISCRIMINATION**

20 **A.** During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,  
21 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not  
22 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any  
23 employee, applicant for employment or person receiving services under this Agreement because of race,  
24 religious creed, color, national origin, ancestry, physical or mental disability including perception of  
25 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,  
26 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military  
27 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors  
28 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination

1 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the  
2 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at  
3 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under  
4 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil  
5 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis  
6 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act  
7 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at  
8 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving  
9 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42  
10 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,  
11 activities, and services provided or made available by state and local governments or instrumentalities or  
12 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);  
13 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as  
14 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of  
15 Federal Regulations.

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

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

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

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

1 duties of that position.

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

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

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

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

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

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

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

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

26 A. SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference  
27 materials, and telephone service necessary for SUBRECIPIENT to provide the services and operate the  
28 Program identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay

1 SUBRECIPIENT for any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such  
2 items. Responsibility for the costs and expenses incurred by SUBRECIPIENT in providing and maintaining  
3 such items is the sole responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall  
4 comply with the Uniform Cost Administrative Principles, and Audit Requirements for Federal Awards.

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

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

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

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

20 9. **PENALTIES**

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

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

- 1           A.     Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
- 2                 refund SLFRF upon demand by COUNTY.
- 3           B.     Temporarily withhold cash payments pending correction of the deficiency by
- 4                 SUBRECIPIENT, or more severe enforcement action by the COUNTY;
- 5           C.     Disallow (that is, deny both use of funds and any applicable matching credit for) all
- 6                 or part of the cost of the activity or action not in compliance;
- 7           D.     Wholly or partly suspend or terminate the SLFRF;
- 8           E.     Recommend the TREASURY initiate suspension or debarment proceedings;
- 9           F.     Withhold further SLFRF for the Program; and
- 10          G.     Take other remedies that may be legally available.

11           10.     **FINANCIAL MANAGEMENT**

12           A.     All of the SLFRF received by SUBRECIPIENT shall be maintained by

13 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all

14 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as

15 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized

16 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized

17 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate

18 accounts that correspond to each such authorized use provided further that such separate accounts are

19 subject to this Section 10.A., and are segregated and identified by a unique identifier. In no event shall

20 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,

21 or charge.

22           B.     SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's

23 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance

24 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which

25 Uniform Guidance requirements apply or how they apply.

26           C.     Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement

27 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute

28 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the



1 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to  
2 the COUNTY.

3 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most  
4 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than  
5 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it  
6 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial  
7 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial  
8 accountability submissions shall be provided to County of Fresno, County Administrative Office located  
9 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address  
10 [fresnoca@fresnocountyca.gov](mailto:fresnoca@fresnocountyca.gov).

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

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

26 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and  
27 records, including invoices, payroll registers, time records, invoices, contracts, and accounting  
28

1 documents concerning matters that are reasonably related to the Program shall be provided upon  
2 request to the COUNTY.

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

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

7 11. **TERM**

8 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the  
9 Effective Date until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program  
10 Report under section 3.C. of this Agreement, unless sooner terminated as provided herein. Notwithstanding  
11 timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to cover costs incurred  
12 during the time period set forth by the TREASURY. The COUNTY's written acceptance of the Final  
13 Program Report under section 3.C of this Agreement shall include the COUNTY's written notification to the  
14 SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The County Administrative  
15 Officer or his or her designee is authorized to execute this written acceptance of the Final Program Report  
16 and notification of term end to SUBRECIPIENT.

17 12. **TERMINATION**

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

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

- 25 1) An illegal or improper use of funds;  
26 2) A failure to comply with any term of this Agreement following notice and a  
27 reasonable period to cure;  
28 3) A substantially incorrect or incomplete report submitted to the COUNTY;

1                                   4)       Improperly performed service.

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

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

12                   13.       **GRANT FUNDING/COMPENSATION**

13                   A. The parties understand that funding for this Agreement is SLFRF provided pursuant to  
14 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to provide to  
15 SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to exceed a total  
16 of two hundred ten thousand dollars (\$210,000).

17                   The funding provided in this Agreement will provide funding assistance to the SUBRECIPIENT for  
18 the implementation of the Program, consisting of expenditures listed on Table 1-1 for the purchase of a  
19 play structure, bicycle racks, and recreation equipment (foosball table) for the community center. This  
20 will provide recreational space, promote community wellness, and provide for a healthier living  
21 environment that will benefit the residents of the Cherry Crossing project and neighboring areas who have  
22 been disproportionately impacted by the COVID-19 pandemic. SUBRECIPIENT shall track the  
23 Program's progress and achievements in its quarterly and annual reporting to the COUNTY through the  
24 course of the Program term, including any data to show measurable accomplishments of the Program.  
25 SUBRECIPIENT shall submit written requests for the payments of eligible necessary expenses in  
26 support of the Program. Payment requests for the COUNTY to make a such payment shall be in  
27 accordance with the sample Payment Request Form, attached as Exhibit B, and incorporated by this  
28 reference. Payment requests shall detail purchase orders, receipts, and reimbursement requests,

1 detailing items purchased, and expenses incurred or anticipated to be incurred in support of the  
2 Program for items listed in Table 1-1 of Exhibit B of this Agreement.

3         Following the Effective Date of this Agreement, SUBRECIPIENT may immediately make payment  
4 requests to cover eligible expenditures in support of the Program. Payment requests from  
5 SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the  
6 SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be  
7 performed or materials to be purchased with the amount of funding being requested from the COUNTY,  
8 and that each payment request is in accordance with the Program, Table 1-1 of Exhibit B of this  
9 Agreement. After appropriate review and inspection of the payment requests, the COUNTY shall make the  
10 first payment available to SUBRECIPIENT. SUBRECIPIENT may submit subsequent payment requests to  
11 the COUNTY every 60 days thereafter for eligible expenditures to be funded with the remaining balance of  
12 the Program's budget, in accordance with this Agreement.

13         SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the  
14 disbursement of funds to meet the Program needs. Upon receipt of purchase or work orders acceptable to  
15 the COUNTY, COUNTY shall grant SLFRF to SUBRECIPIENT. SUBRECIPIENT is responsible for  
16 monitoring the Program's cash flow needs and submitting payment requests to COUNTY in a timely  
17 manner to assure adequate coverage of Program needs. It is understood that all expenses incidental to  
18 SUBRECIPIENT's carrying out its Program under this Agreement shall be borne by SUBRECIPIENT.

19         SUBRECIPIENT shall submit documentation to the County of Fresno, County Administrative  
20 Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address  
21 [fresnoca@fresnocountyca.gov](mailto:fresnoca@fresnocountyca.gov). Payment by COUNTY shall be in arrears for services provided during  
22 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of  
23 SUBRECIPIENT's invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to  
24 comply with any provision of this Agreement, COUNTY shall be relieved of its obligations for further  
25 compensation.

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

28                     i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional

1 documentation or clarification.

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

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

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

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

17           14.    **INDEPENDENT CONTRACTOR**

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

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

28           Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right

1 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable  
2 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
3 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating  
4 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all  
5 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
6 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

7       15.     **MODIFICATION**

8             Any matters of this Agreement may be modified from time to time by the written consent of all the  
9 parties, in any way, affecting the remainder.

10       16.     **NON-ASSIGNMENT**

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

13       17.     **HOLD HARMLESS**

14             The SUBRECIPIENT shall indemnify and hold harmless and defend the County (including its  
15 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,  
16 expenses (including reasonable attorney fees and costs), fines, penalties, and liabilities of any kind to  
17 the COUNTY, the SUBRECIPIENT, or any third party that arise from or relate to the performance or  
18 failure to perform by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or employees)  
19 under this Agreement. The COUNTY may conduct or participate in its own defense without affecting the  
20 SUBRECIPIENT's obligation to indemnify and hold harmless or defend the COUNTY. SUBRECIPIENT  
21 shall indemnify COUNTY against any and all actions of recoupment by the TREASURY arising from this  
22 Agreement. Such indemnification shall not be limited to the term of this Agreement.

23             SUBRECIPIENT shall indemnify COUNTY against any and all costs, claims, penalties,  
24 damages, or actions arising from this Agreement or made by any person or entity arising from any  
25 violation or alleged violation of Section 1.H, herein. Such indemnification shall not be limited to the term  
26 of this Agreement.

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

28       18.     **INSURANCE**

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

2 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

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

16 20. **AUDITS AND INSPECTIONS:**

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

- 25 1) Whether the objectives of the Program are being achieved;
- 26 2) Where the Program is being operated in an efficient and effective  
27 manner;
- 28 3) Whether management control systems and internal procedures have





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

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

20 23. **ADVICE OF ATTORNEY:** Each party warrants and represents that in executing this  
21 Agreement, it has received independent legal advice from its attorneys, or the opportunity to seek such  
22 advice.

23 24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS:** This provision is only applicable if  
24 the SUBRECIPIENT is operating as a corporation (a for-profit or non-profit corporation) or if during the  
25 term of the agreement, the SUBRECIPIENT changes its status to operate as a corporation. Members of  
26 the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions that they are a  
27 party to while SUBRECIPIENT is providing goods or performing services under this agreement. A self-  
28 dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party and in which one or

1 more of its directors has a material financial interest. Members of the Board of Directors shall disclose  
2 any self-dealing transactions that they are a party to by completing and signing a Self-Dealing  
3 Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and  
4 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately  
5 thereafter.

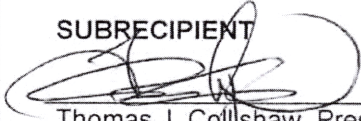
6 25. **ELECTRONIC SIGNATURES:** The parties agree that this Agreement may be executed  
7 by electronic signature as provided in this section. An “electronic signature” means any symbol or  
8 process intended by an individual signing this Agreement to represent their signature, including but not  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

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

28 //

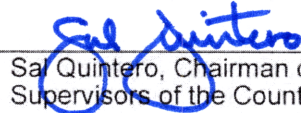
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 **SUBRECIPIENT**

5   
6 \_\_\_\_\_  
7 Thomas J. Collshaw, President/CEO  
8 of Self-Help Enterprises

9 Mailing Address:  
10 Self Help Enterprises  
11 8445 W. Elowin Court  
12 Visalia, CA 93291

13 **COUNTY OF FRESNO**

14   
15 \_\_\_\_\_  
16 Sal Quintero, Chairman of the Board of  
17 Supervisors of the County of Fresno

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

22  
23  
24  
25  
26  
27  
28  
By:   
\_\_\_\_\_ Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0026

Subclass: 91021

ORG: 1033

Account: 7845

1 **Exhibit A**

2 **Program Description**

3 The Subrecipient is a nonprofit organization that helps improve the living conditions of low-income  
4 individuals in the San Joaquin Valley by constructing affordable housing, preserving affordable housing  
5 stock, assisting communities to meet basic infrastructure needs, and encouraging individuals from  
6 underserved areas to participate in service delivery and decision-making, and develop skills for self-  
7 sufficiency by providing technical assistance with the goal to improve communities around emergency  
8 preparedness and leadership development. The Subrecipient plans to construct the Cherry Crossing I  
9 project, a 72-unit affordable housing complex that will offer one, two, and three-bedroom units and an on-  
10 site community center in the City of Sanger. The Cherry Crossing’s community center is planned to provide  
11 future residents with free access to after-school programs, curriculum that focuses on Science, Technology,  
12 Engineering, and Mathematics (STEM) for children and youth, access to a computer lab and classes,  
13 provide financial and budgeting classes for adults, outdoor recreational areas, as well as various wellness  
14 activities that will benefit individuals who have been impacted or disproportionately impacted by the  
15 COVID-19 pandemic or experienced negative economic impacts from the public health emergency. The  
16 Cherry Crossing project is located in a disadvantaged community with an average median household  
17 income of \$44,815, and a poverty level of 23.2 percent according to the US Census, American Community  
18 Survey 5-year Estimates for years 2015-2019 (census tract 0601900006100).

19 Under this Agreement, the COUNTY will provide SLFRF to SUBRECIPIENT for the implementation  
20 of the Program, consisting of expenditures listed on Table 1-1 for the purchase of a play structure  
21 bicycle racks, and recreation equipment (foosball table) for the community center that will provide  
22 recreational space, promote community wellness, and provide outdoor space for a healthier living  
23 environment that will benefit the residents of the Cherry Crossing project and neighboring areas have  
24 been disproportionately negatively impacted by the COVID-19 pandemic.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 The amount of SLFRF to be granted by COUNTY to SUBRECIPIENT shall be two hundred ten  
4 thousand dollars (\$210,000), which will provide funding assistance to the SUBRECIPIENT for the  
5 implementation of the Program. Following the Effective Date of this Agreement, SUBRECIPIENT may  
6 make payment requests to cover eligible expenditures in support of the Program. Payment requests  
7 from SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the  
8 SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be  
9 performed or materials to be purchased with the amount of funding being requested from the COUNTY,  
10 and that said payment request is in accordance with the Program, Table 1-1 of Exhibit B of this  
11 Agreement.

12  
13  
14 **Table 1-1, Expenditure Plan**

15

<b>Expense</b>	<b>Budget</b>
Play Structure, Foosball Table, Bike Racks and Benches	\$210,000

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **Exhibit B (continued) - Payment Request Form**

2 Date:

3 County of Fresno  
4 ARPA - SLFRF Coordinator  
5 2281 Tulare Street, Room 304  
6 Fresno, CA 93721

7 **Subject: Payment Request for  
8 Payment:**

9 **Subrecipient  
10 Program**

11 **Subrecipient Name**

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

14 The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the  
15 amount of work that has been completed to date, detailing items purchased, and expenses  
16 incurred or anticipated to be incurred in support of the Program in accordance with the  
17 Subrecipient Expenditure Plan (Exhibit B, Table 1-1) documented in the executed Agreement,  
18 and as evidenced by the enclosed invoices and supporting documents.

19 **Payee**

20 **Invoice # / Contract #**

21 **Amount**

22 Sincerely,

23 [Subrecipient Officer]

24 [Subrecipient Name]

25 Enclosure(s)

**Exhibit C**

**Subrecipient Quarterly Program Expenditure Report (Template)**

<b>PROGRAM</b>	
<b>Unique Entity Identification (UEI):</b>	<b>Agreement Number:</b>
<b>Name of Entity:</b>	<b>Program Name:</b>
<b>Reporting Period State Date:</b>	<b>Reporting Period End Date:</b>
<b>Expenditure Category: 2 Negative Impacts</b>	
<b>Total Award: \$210,000</b>	<b>Remaining Balance:</b>

<b>EXPENDITURES</b>					
<b>Category</b>		<b>Cumulative Expenditures to date (\$)</b>	<b>Cumulative Obligations to date (\$)</b>	<b>Current Period Expenditures</b>	<b>Current Period Obligations</b>
<b>2</b>	<b>Negative Economic Impacts</b>				
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety				
<b>Total</b>					

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"/>	<b>Completed</b>

<b>PROJECT STATUS</b>
Describe program achievements and upcoming milestones:

**AUTHORIZED SIGNATURE**

	_____ <i>Signature</i>	_____ <i>Date</i>
Prepared by	_____ (Print name)	

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).

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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

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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-  
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**

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

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

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

**Instructions**

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

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

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**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(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**

<b>Signature:</b>		<b>Date:</b>	
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1 **Exhibit F**

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

4 1. Use of Funds.

5 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used  
6 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations  
7 implementing that section, and guidance issued by Treasury regarding the foregoing.

8 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the  
9 institutional, managerial, and financial capability to ensure proper planning, management, and  
10 completion of such project.

11 2. Period of Performance. The period of performance for this award begins on the date hereof and  
12 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use  
13 award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on  
14 December 31, 2024.

15 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as  
16 they relate to this award.

17 4. Maintenance of and Access to Records.

18 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with  
19 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by  
20 Treasury regarding the foregoing.

21 b) The Treasury Office of Inspector General and the Government Accountability Office, or their  
22 authorized representatives, shall have the right of access to records (electronic and otherwise) of  
23 Subrecipient in order to conduct audits or other investigations.

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

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

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

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

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

9 9. Compliance with Applicable Law and Regulations.

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

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

16 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
17 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are  
18 inapplicable to this Award and subject to such exceptions as may be otherwise provided by  
19 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the  
20 Single Audit Act, shall apply to this award.

21 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant  
22 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated  
23 by reference.

24 iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant  
25 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated  
26 by reference.

27 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension  
28 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or

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

5 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth  
6 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

7 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

8 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

9 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42

10 ix. U.S.C. §§ 4601-4655) and implementing regulations.

11 x. Generally applicable federal environmental laws and regulations.

12 c) Statutes and regulations prohibiting discrimination applicable to this award include, without  
13 limitation, the following:

14 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's  
15 implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of  
16 race, color, or national origin under programs or activities receiving federal financial  
17 assistance;

18 ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),  
19 which prohibits discrimination in housing on the basis of race, color, religion, national origin,  
20 sex, familial status, or disability;

21 iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which  
22 prohibits discrimination on the basis of disability under any program or activity receiving  
23 federal financial assistance;

24 iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and  
25 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on  
26 the basis of age in programs or activities receiving federal financial assistance; and

27 v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et  
28 seq.), which prohibits discrimination on the basis of disability under programs, activities, and

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

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

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

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

18 13. Publications. Any publications produced with funds from this award must display the following  
19 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP  
20 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

21 14. Debts Owed the Federal Government.

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

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

4 15. Disclaimer.

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

12 16. Protections for Whistleblowers.

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

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

3 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217  
4 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt  
5 policies and programs for their employees when operating company-owned, rented or personally owned  
6 vehicles.

7 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,  
8 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce  
9 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies  
10 to decrease accidents caused by distracted drivers.

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1           ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF  
2                           COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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- 16           1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,  
17 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to  
18 discrimination under programs and activities receiving federal financial assistance, of any person in  
19 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as  
20 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other  
21 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,  
22 memoranda, and/or guidance documents.
  - 23           2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons  
24 with Limited English Proficiency," seeks to improve access to federally assisted programs and  
25 activities for individuals who, because of national origin, have Limited English proficiency (LEP).  
26 Subrecipient understands that denying a person access to its programs, services, and activities  
27 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights  
28 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,

1 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's  
2 directives, to ensure that LEP persons have meaningful access to its programs, services, and  
3 activities. Subrecipient understands and agrees that meaningful access may entail providing  
4 language assistance services, including oral interpretation and written translation where necessary,  
5 to ensure effective communication in the Subrecipient's programs, services, and activities.

6 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient  
7 develops applicable budgets and conducts programs, services, and activities. As a resource, the  
8 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information  
9 on taking reasonable steps to provide meaningful access for LEP persons, please visit  
10 <http://www.lep.gov>.

11 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition  
12 of continued receipt of federal financial assistance and is binding upon Subrecipient and  
13 Subrecipient's successors, transferees, and assignees for the period in which such assistance is  
14 provided.

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

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

1 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*  
2 *contract or agreement.*

- 3 6. Subrecipient understands and agrees that if any real property or structure is provided or improved  
4 with the aid of federal financial assistance by the Department of the Treasury, this assurance  
5 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period  
6 during which the real property or structure is used for a purpose for which the federal financial  
7 assistance is extended or for another purpose involving the provision of similar services or benefits.  
8 If any personal property is provided, this assurance obligates the Subrecipient for the period during  
9 which it retains ownership or possession of the property.
- 10 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department  
11 of the Treasury of the aforementioned obligations. Enforcement may include investigation,  
12 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from  
13 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews  
14 and reporting requirements.
- 15 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any  
16 complaints of discrimination on the grounds of race, color, or national origin, and limited English  
17 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and  
18 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or  
19 completed, including outcome. Subrecipient also must inform the Department of the Treasury if  
20 Subrecipient has received no complaints under Title VI.
- 21 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-  
22 compliance of Title VI and efforts to address the non-compliance, including any voluntary  
23 compliance or other agreements between the Subrecipient and the administrative agency that  
24 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the  
25 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject  
26 of any court or administrative agency finding of discrimination, please so state.
- 27 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is  
28 responsible for ensuring that sub-recipients also comply with Title VI and other applicable

1 authorities covered in this document State agencies that make sub-awards must have in place  
2 standard grant assurances and review procedures to demonstrate that that they are effectively  
3 monitoring the civil rights compliance of subrecipients.

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

1 **Exhibit G**

2 **Insurance Requirements**

3 **1. Required Policies**

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

7 (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than  
8 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
9 (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include  
10 products, completed operations, property damage, bodily injury, personal injury, and advertising  
11 injury. The SUBRECIPIENT shall obtain an endorsement to this policy naming the County of  
12 Fresno, its officers, agents, employees, and volunteers, individually and collectively, as  
13 additional insureds, but only insofar as the operations under this Agreement are concerned.  
14 Such coverage for additional insureds will apply as primary insurance and any other insurance,  
15 or self-insurance, maintained by the County is excess only and not contributing with insurance  
16 provided under the SUBRECIPIENT's policy.

17 (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million  
18 Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must  
19 include any auto used in connection with this Agreement.

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

22 (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million  
23 Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

24 **2. Additional Requirements**

25 (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and  
26 at any time during the term of this Agreement as requested by the County's Risk Manager or the  
27 County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer  
28 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,

1 individually and collectively, are additional insureds insofar as the operations under this  
2 Agreement are concerned. The commercial general liability insurance certificate must  
3 also state that the coverage shall apply as primary insurance and any other insurance, or  
4 self-insurance, maintained by the County shall be excess only and not contributing with  
5 insurance provided under the SUBRECIPIENT's policy.

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

11 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued  
12 by admitted insurers licensed to do business in the State of California and possessing at all  
13 times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

14 (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement,  
15 the SUBRECIPIENT shall provide to the County, or ensure that the policy requires the insurer to  
16 provide to the County, written notice of any cancellation or change in the policy as required in  
17 this paragraph. For cancellation of the policy for nonpayment of premium, the SUBRECIPIENT  
18 shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in  
19 advance of cancellation. For cancellation of the policy for any other reason, and for any other  
20 change to the policy, the SUBRECIPIENT shall, or shall cause the insurer to, provide written  
21 notice to the County not less than 30 days in advance of cancellation or change. The County in  
22 its sole discretion may determine that the failure of the SUBRECIPIENT or its insurer to timely  
23 provide a written notice required by this paragraph is a breach of this Agreement.

24 (D) **County's Entitlement to Greater Coverage.** If the SUBRECIPIENT has or obtains insurance  
25 with broader coverage, higher limits, or both, than what is required under this Agreement, then  
26 the County requires and is entitled to the broader coverage, higher limits, or both. To that end,  
27 the SUBRECIPIENT shall deliver, or cause its broker or producer to deliver, to the County's Risk  
28 Manager certificates of insurance and endorsements for all of the coverages that have such  
broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its  
officers, agents, employees, and volunteers any amounts paid under the policy of worker's  
compensation insurance required by this Agreement. The SUBRECIPIENT is solely responsible  
to obtain any policy endorsement that may be necessary to accomplish that waiver, but the  
SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not the  
SUBRECIPIENT obtains such an endorsement.

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

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