

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

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of July, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and the 21st District Agricultural Association, an entity of the California Department of Food and Agriculture's Division of Fairs & Expositions, with a corporate office in the County of Fresno located at 1121 S. Chance Ave, Fresno, CA 93702 ("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 travel, tourism, and hospitality sector has been designated by the Final Rule as being impacted by the COVID-19 pandemic; and

**WHEREAS**, the SUBRECIPIENT represents that its purpose is to hold fairs, expositions, and exhibits of all of the industries and industrial enterprises, resources, and products of the State, with a view of improving, stimulating, and promoting stock raising, agriculture, mining, and other industries and industrial enterprises of Fresno and Madera Counties; and

1           **WHEREAS**, SUBRECIPIENT represents that since 1884, it has annually held the Big Fresno Fair,  
2 the 5<sup>th</sup> largest fair in the State that takes place at the Fresno County Fairgrounds; and

3           **WHEREAS**, SUBRECIPIENT represents that the Big Fresno Fair is annually held in the month of  
4 October, spans over 12 days, draws in nearly 600,000 visitors annually to the area, and highlights the  
5 region's rich agricultural heritage and vast industries through exhibits and educational attractions, including  
6 exhibits that focus on agriculture, water conservation, and the local environment; and

7           **WHEREAS**, SUBRECIPIENT represents that the Big Fresno Fair event and the additional 250  
8 community events held at the Fresno County Fairgrounds annually contribute more than seventy-seven  
9 million dollars in economic impact to Fresno County and the Central Valley region; and

10           **WHEREAS**, the SUBRECIPIENT represents that its Big Fresno Fair event was negatively impacted  
11 by the COVID-19 pandemic due to required closures in 2020 to comply with emergency public health  
12 orders for mega-events to reduce COVID-19 transmission, and experienced additional financial losses in  
13 2021 due to additional expenses associated with public health restrictions and safety protocols to resume  
14 large scale events such as: upgrading to touchless ticketing and payment systems, upgrading facility HVAC  
15 filtration systems, upgrading restrooms to touchless sinks, soap dispensers, paper towel dispensers, adding  
16 sanitizer dispenser stations, and increased costs to purchase personnel protective equipment, to safely  
17 have attendees, attractions, and entertainment return to the annual Big Fresno Fair tradition; and

18           **WHEREAS**, the SUBRECIPIENT represents that in 2020-2021, as the COUNTY experienced  
19 surges in COVID-19 cases, the Fresno County Fairground's West Parking Lot served as a mass testing site  
20 in partnership with the United Health Center's "DO IT FOR THEM" campaign where the most vulnerable  
21 and at-risk members of the community were able to walk-up or drive through and get tested for COVID-19  
22 at no cost; and

23           **WHEREAS**, the SUBRECIPIENT represents that the Fresno County Fairgrounds is in a Qualified  
24 Census Tract (QCT) 06019001301, and according to the Census 2021 American Community Survey  
25 (ACS) 5-year estimates the QCT had a reported population of 5,471 residents, of which 86% of the QCT's  
26 residents are Hispanic or Latino, and with a reported median household income of \$28,985, that have been  
27 negatively economically impacted by the COVID-19 public health emergency; and

28           **WHEREAS**, the Final Rule provides that capital investments in public facilities to meet pandemic

1 operational needs, including ventilation improvements in public facilities, are enumerated eligible uses to  
2 respond to the public health impacts of the public health emergency; and

3 **WHEREAS**, the SUBRECIPIENT has an administration office with about 1,250 visitors a year, a  
4 satellite wagering facility with over 14,000 visitors a year, and a County Historical Museum with over 10,000  
5 visitors during annual tours and 600,000 during the Big Fresno Fair, which all need their air handling  
6 equipment upgraded to help reduce the spread of COVID-19 in anticipation of the upcoming 2023 Big  
7 Fresno Fair, held October 4, 2023 through October 15, 2023, and other public events to be held at the  
8 Fresno Fairgrounds; and

9 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to  
10 respond to the negative economic impact to the impacted tourism and hospitality industry, to provide  
11 improved ventilation at these events to mitigate the spread of COVID-19, and to support a strong and  
12 equitable recovery from the COVID-19 pandemic and economic downturn, by providing funding assistance  
13 to the SUBRECIPIENT for needed upgrades to improve indoor air quality at three of its buildings at the  
14 Fresno Fairgrounds, which will enhance tourism and hospitality services to disproportionately impacted  
15 communities in Fresno County; and

16 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to a special-  
17 purpose unit of State or local government for Eligible Uses for the purpose of meeting ARPA's goals; and

18 **WHEREAS**, SUBRECIPIENT represents that the SUBRECIPIENT will hold the 2023 Big Fresno  
19 Fair event at the Fresno Fairgrounds, a QCT in Fresno County, which has been negatively economically  
20 impacted by the COVID-19 public health emergency; and

21 **WHEREAS**, the COUNTY's grant of SLFRF to SUBRECIPIENT for COVID-19 mitigation and  
22 prevention costs of the Big Fresno Fair event is reasonably designed to respond to the negative  
23 economic impact experienced by the SUBRECIPIENT's Big Fresno Fair event and the local tourism and  
24 hospitality industry, prevent the spread of COVID-19, and benefit the impacted Big Fresno Fair event  
25 and the local tourism and hospitality industry, as SUBRECIPIENT represents that the Big Fresno Fair  
26 event is anticipated to draw visitors and tourists to the County, which in return will contribute to an increase  
27 in revenue sales for local establishments, stores, hotels, restaurants, small business, and the local  
28 economy as a whole; and

1           **WHEREAS**, based on SUBRECIPIENT’s representations, COUNTY will grant SLFRF to  
2 SUBRECIPIENT so that SUBRECIPIENT may fund mechanical equipment, installation, and labor costs of  
3 upgrading air handling equipment in the satellite wagering facility, administration office, and County  
4 Historical Museum located at the Fresno Fairgrounds to help mitigate the spread of COVID-19, in support  
5 of the Big Fresno Fair event (“Program”); and

6           **WHEREAS**, COUNTY has broad flexibility to use SLFRF to aid and mitigate financial hardships,  
7 such as a decline in revenues to impacted industries resulting from the COVID-19 pandemic within  
8 impacted communities, as an eligible use of SLFRF; and

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

11           **WHEREAS**, COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the  
12 COUNTY may provide SLFRF for appropriate and qualifying expenditures of SLFRF advanced to the  
13 SUBRECIPIENT by the COUNTY, for one or more Eligible Uses, as permitted under the Interim Final  
14 Rule and Final Rule.

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

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

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

22                   B.       SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are  
23 a subaward of SLFRF up to the amount stated herein to carry out the Program.

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

28

1 D. SUBRECIPIENT represents that it will use these SLFRF to prepare for the 2023  
2 Big Fresno Fair event that will in turn draw tourism to the COUNTY and contribute to an increase in  
3 revenue for local establishments, stores, hotels, restaurants, and small businesses that have been  
4 negatively impacted by COVID-19 closures or restrictions in business operations.

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

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

21 G. Prevailing Wage.

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

1 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with  
2 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with  
3 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of  
4 this Section 1 (G) into such agreements.

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

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

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

26           I.       No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the  
27 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or  
28 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against

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

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

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

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

17 2. **PROCUREMENT REQUIREMENTS**

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

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

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

27 D. SUBRECIPIENT agrees to prioritize in its procurement decisions employers who can  
28 demonstrate that their workforce meets high safety and training standards (e.g., professional certification,

1 licensure, and/or robust in-house training), that hire local workers and/or workers from historically  
2 underserved communities, and who directly employ their workforce or have policies and practices in place  
3 to ensure contractors and subcontractors meet high labor standards, and to prioritize employers (including  
4 contractors and subcontractors) without recent violations of federal and state labor and employment laws.

5           3.       **REPORTING REQUIREMENTS**

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

- 16                               1) January 1 – March 31, due by April 15
- 17                               2) April 1 – June 30, due by July 15
- 18                               3) July 1 – September 30, due by October 15
- 19                               4) October 1 – December 31, due by January 15

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

25           C.       **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty  
26 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and  
27 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to  
28 facilitate closeout of the Program, and ensure COUNTY's obligations and requirements under the

1 SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to  
2 SUBRECIPIENT written acceptance of the Final Program Report.

3 4. **NONDISCRIMINATION**

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

28 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of

1 this Section 4 in all subcontracts to perform work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26          B.       SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY  
27 for SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF  
28

1 program, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as  
2 applicable, and reporting requirements, as applicable.

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

10 9. **PENALTIES**

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

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

19 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall  
20 refund SLFRF upon demand by COUNTY.

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

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

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

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

27 F. Withhold further SLFRF for the Program; and

28 G. Take other remedies that may be legally available.

1           10.    **FINANCIAL MANAGEMENT**

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

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

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

21           D.       SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most  
22 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than  
23 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it  
24 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial  
25 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial  
26 accountability submissions shall be provided to County of Fresno, County Administrative Office located  
27 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address  
28 [fresnocaofresnocountyca.gov](mailto:fresnocaofresnocountyca.gov).

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

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

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

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

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

24 11. **TERM**

25 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the  
26 Effective Date, until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program  
27 Report under section 3.C. of this Agreement, unless sooner terminated as provided herein. Notwithstanding  
28 timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to cover costs incurred

1 during the time period set forth by the TREASURY. The COUNTY's written acceptance of the Final  
2 Program Report under section 3.C of this Agreement shall include the COUNTY's written notification to the  
3 SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The County Administrative  
4 Officer or his or her designee is authorized to execute this written acceptance of the Final Program Report  
5 and notification of term end to SUBRECIPIENT.

6 12. **TERMINATION**

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

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

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

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

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

1           13.    **GRANT FUNDING/COMPENSATION**

2           A.    The parties understand that funding for this Agreement is SLFRF provided pursuant to  
3 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant  
4 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an  
5 amount not to exceed two hundred five thousand dollars (\$205,000).

6           It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to  
7 SUBRECIPIENT for the Program shall not exceed two hundred five thousand dollars (\$205,000) to fund  
8 the mechanical equipment, installation, and labor to upgrade air handling equipment at the satellite  
9 wagering facility, administration office, and County Historical Museum located at the Fresno Fairgrounds,  
10 which is an eligible use under the Final Rule. Drawdown requests for the COUNTY to make a payment  
11 shall be in accordance with the sample Drawdown Request Form, attached as Exhibit B, and incorporated  
12 by this reference. Drawdowns for the payment of eligible necessary expenses shall include copies of  
13 purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred  
14 or anticipated to be incurred in support of the Program for eligible items listed in Table 1-1 of Exhibit B of  
15 this Agreement.

16           In the first thirty (30) days following the Effective Date of this Agreement, SUBRECIPIENT may  
17 make one (1) drawdown request to a maximum of sixty-one thousand five-hundred dollars (\$61,500),  
18 equivalent to 30 percent (30%) of the Program's total budgeted amount (\$205,000) to cover eligible  
19 expenditures in support of the Program. The first drawdown request from SUBRECIPIENT to the  
20 COUNTY shall also be accompanied by a written certification from the SUBRECIPIENT that the drawdown  
21 request for payment is consistent with the amount of work scheduled to be performed with the amount of  
22 funding being requested from the COUNTY, and that the drawdown request is in accordance with the  
23 Program detailed in Table 1-1 of Exhibit B of this Agreement. After appropriate review and inspection of  
24 the first drawdown request, the COUNTY shall make the first payment available to SUBRECIPIENT in a  
25 timely manner. After the first drawdown request, SUBRECIPIENT may make additional subsequent  
26 drawdown requests to the COUNTY every 60 days for eligible expenditures to be funded with the  
27 remaining balance of the Program's budget in accordance with this Agreement.

28           SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the

1 disbursement of funds to meet the Program needs. Upon receipt of purchase or work orders acceptable to  
2 the COUNTY, COUNTY shall grant SLFRF to SUBRECIPIENT. SUBRECIPIENT is responsible for  
3 monitoring the Program's cash flow needs and submitting drawdown requests to COUNTY in a timely  
4 manner to assure adequate coverage of Program needs. It is understood that all expenses incidental to  
5 SUBRECIPIENT's performance of services in carrying out its Program under this Agreement shall be  
6 borne by SUBRECIPIENT.

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

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

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

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

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

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

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

1 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.  
2 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County  
3 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

4 14. **INDEPENDENT CONTRACTOR**

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

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

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

22 15. **MODIFICATION**

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

25 16. **NON-ASSIGNMENT**

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

28 17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at

1 COUNTY'S request, defend the COUNTY, its officers, agents, employees, and volunteers from any and  
2 all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities,  
3 claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to  
4 perform, by SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and  
5 all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities,  
6 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or  
7 damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or  
8 employees under this Agreement.

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

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

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

17 18. **INSURANCE**

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

19 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

26 B. SUBRECIPIENT shall maintain reasonable security measures to protect records  
27 containing personal information from unauthorized access, acquisition, destruction, use, modification, or  
28 disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security

1 of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have established  
2 written policies and procedures that align with CCPA, and shall follow such procedures. Upon request,  
3 SUBRECIPIENT shall make available to COUNTY staff such written policies and procedures, and shall  
4 be monitored for compliance.

5           20.           **AUDITS AND INSPECTIONS:**

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

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

28                   B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to

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

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	21st District Agricultural Association
ARPA - SLFRF Coordinator	Chief Executive Officer
2281 Tulare Street, Room 304	1121 S. Chance Ave
Fresno, CA 93721	Fresno, CA 93702

16 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement  
17 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
18 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
19 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective  
20 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the  
21 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business  
22 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
23 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic  
24 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed  
25 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next  
26 beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
27 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
28 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
2 beginning with section 810).

3           22.     **GOVERNING LAW**

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

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

8           23.     **ADVICE OF ATTORNEY**

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

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

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

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

23           25.     **ELECTRONIC SIGNATURES**

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

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

11           26.       **ENTIRE AGREEMENT:**

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

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

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**SUBRECIPIENT**

*Christina Estrada*

Christina Estrada  
Interim Chief Executive Officer  
21<sup>st</sup> District Agricultural Association

Mailing Address:  
1121 S. Chance Ave  
Fresno, CA 93702

**COUNTY OF FRESNO**

*Sal Quintero*

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

**ATTEST:**

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

By: *Haramba*  
Deputy

**FOR ACCOUNTING USE ONLY:**

Org: 1033

Fund: 0026

Subclass: 91021

Account: 7845

1 **EXHIBIT A**

2 **Program Description**

3 SUBRECIPIENT will hold the Program at the Fresno Fairgrounds, a qualified census tract in Fresno County  
4 which has been negatively impacted by COVID-19, causing business closures and/or interrupting business  
5 operations. SUBRECIPIENT will use SLFRF to fund mechanical equipment, installation, and labor to upgrade  
6 the air handling equipment in the satellite wagering facility, administration office, and County Historical  
7 Museum located at the Fresno Fairgrounds, which will improve the indoor air quality of the buildings for  
8 operational use and upcoming events, including the Big Fresno Fair, which will be held October 4, 2023  
9 through October 15, 2023. These ventilation improvements in these public facilities will help prevent the  
10 spread of COVID-19, a public health response enumerated in the Final Rule. The administration office is  
11 occupied by the SUBRECIPIENT's staff, as well as approximately 1,250 visitors per year ranging from  
12 vendors, contractors, and other members of the public. The satellite wagering facility allows patrons to place  
13 wagers on live horse races across the country four days a week for fifty-two weeks a year, seeing over 14,000  
14 visitors annually. The County Historical Museum is a two-story building with exhibits about historic events,  
15 places, cultures, and artifacts showcasing Fresno County's history that is free and open daily to the public,  
16 garnering over 10,000 visitors from tours and around 600,000 visitors for SUBRECIPIENT's Big Fresno Fair  
17 event. SUBRECIPIENT represents that it anticipates that the Program, in support of its 2023 Big Fresno Fair,  
18 will contribute to an increase in sales and revenue for local establishments, stores, hotels, restaurants, and  
19 small businesses in the qualified census tract surrounding the Program, and the local economy as a whole.

1 **EXHIBIT B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible  
4 expenses to complete the Program. In the first thirty (30) days following the Effective Date of this  
5 Agreement, SUBRECIPIENT may make drawdown requests to a maximum of \$61,500 dollars,  
6 equivalent to 30 percent (30%) of the Program's total budgeted amount (\$205,000), to cover eligible  
7 expenditures in support of the Program. Drawdown requests shall be made every 60 days thereafter.  
8 SUBRECIPIENT shall use the Drawdown Request Form to submit detailed drawdown requests for  
9 eligible expenses and include copies purchase orders, receipts, and reimbursement requests, detailing  
10 items purchased, and expenses incurred or anticipated to be incurred in support of the Program as  
11 represented in Table 1-1, below.

12

13 **Table 1-1**

14 <b>Line Item</b>	<b>Amount</b>
15 Bidding Costs	\$2,200
16 Design and Construction Documents	\$16,480
17 Construction Cost	\$161,878
18 Contingency	\$7,700
19 Code Complaints Plan Review/Special Inspections/Material Sampling	\$500
20 Agency Fees (OSFM)	\$750
21 Project Handling Fee	\$75
22 Project Management/Admin	\$15,417
<b>Total</b>	<b>\$205,000</b>

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**Exhibit B (Continued)**  
**ARPA-SLFRF Payment Request Form**

Date: Click or tap to enter a date.

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

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

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

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

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

Sincerely,

Authorized Signee Title  
 Signee Name

**Exhibit C  
Subrecipient Quarterly Expenditure Report**

Program	
Unique Entity ID (UEI):	Agreement Number: ##-###
Name of Entity: 21 <sup>st</sup> District Agricultural Association	Program Name:
Reporting Period Start Date: Click or tap to enter a date.	Reporting Period End Date: Click or tap to enter a date.
Expenditure Category: 2 - Negative Economic Impacts	
Total Award: \$205,000	Remaining Balance:

Expenditures					
Category		Cumulative Expenditures To Date	Cumulative Obligations To Date	Current Period Expenditures	Current Period Obligations
2.35	Aid to Tourism, Travel, or Hospitality	\$	\$	\$	\$

**Status (select one)**

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

Project Achievements and Milestones
Describe program achievements and upcoming milestones.

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

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 and  
8 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 July  
11 15th).

12

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

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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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1 **Exhibit E**

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

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

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

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

1 **EXHIBIT F**

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
3 AWARD TERMS AND CONDITIONS  
4

5 1. Use of Funds.

- 6 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used  
7 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations  
8 implementing that section, and guidance issued by Treasury regarding the foregoing.  
9 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the  
10 institutional, managerial, and financial capability to ensure proper planning, management, and  
11 completion of such project.  
12

13 2. Period of Performance. The period of performance for this award begins on the date hereof and  
14 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use  
15 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on  
16 December 31, 2024.  
17

18 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as  
19 they relate to this award.  
20

21 4. Maintenance of and Access to Records.

- 22 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with  
23 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by  
24 Treasury regarding the foregoing.  
25 b) The Treasury Office of Inspector General and the Government Accountability Office, or their  
26 authorized representatives, shall have the right of access to records (electronic and otherwise) of  
27 Subrecipient in order to conduct audits or other investigations.  
28

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

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

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

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

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

17  
18 9. Compliance with Applicable Law and Regulations.

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

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

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

1 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the  
2 Single Audit Act, shall apply to this award.

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

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

9 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension  
10 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or  
11 condition in all lower tier covered transactions (contracts and subcontracts described in 2  
12 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's  
13 implementing regulation at 31 C.F.R. Part 19.

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

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

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

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

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

20 x. Generally applicable federal environmental laws and regulations.

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

23 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's

24 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of  
25 race, color, or national origin under programs or activities receiving federal financial  
26 assistance;

27 iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),  
28 which prohibits discrimination in housing on the basis of race, color,

- 1 iv. religion, national origin, sex, familial status, or disability;
- 2 v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
- 3 prohibits discrimination on the basis of disability under any program or activity receiving
- 4 federal financial assistance;
- 5 vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
- 6 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
- 7 the basis of age in programs or activities receiving federal financial assistance; and
- 8 vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
- 9 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
- 10 services provided or made available by state and local governments or instrumentalities or
- 11 agencies thereto.

12

13 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act,

14 other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program

15 requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future

16 award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a

17 violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall

18 be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be

19 subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

20

21 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5

22 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

23 employees whose principal employment is in connection with an activity financed in whole or in part by this

24 federal assistance.

25

26 12. False Statements. Subrecipient understands that making false statements or claims in connection

27 with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions,

28

1 including fines, imprisonment , civil damages and penalties, debarment from participating in federal awards  
2 or contracts, and/or any other remedy available by law.

3  
4 13. Publications. Any publications produced with funds from this award must display the following  
5 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP  
6 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

7  
8 14. Debts Owed the Federal Government.

- 9 a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally  
10 determined to be authorized to retain under the terms of this award; (2) that are determined by the  
11 Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury  
12 to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and  
13 have not been repaid by Subrecipient shall constitute a debt to the federal government.
- 14 b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A  
15 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for  
16 payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly  
17 or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any  
18 actions available to it to collect such a debt.

19  
20 15. Disclaimer.

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

1 16. Protections for Whistleblowers.

- 2 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise  
3 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities  
4 provided below, information that the employee reasonably believes is evidence of gross  
5 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority  
6 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or  
7 a violation of law, rule, or regulation related to a federal contract (including the competition for or  
8 negotiation of a contract) or grant.
- 9 b) The list of persons and entities referenced in the paragraph above includes the following:
- 10 i. A member of Congress or a representative of a committee of Congress;
  - 11 ii. An Inspector General;
  - 12 iii. The Government Accountability Office;
  - 13 iv. A Treasury employee responsible for contract or grant oversight or management;
  - 14 v. An authorized official of the Department of Justice or other law enforcement agency;
  - 15 vi. A court or grand jury; or
  - 16 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who  
17 has the responsibility to investigate, discover, or address misconduct.
- 18 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this  
19 section, in the predominant native language of the workforce.  
20

21 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217  
22 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt  
23 policies and programs for their employees when operating company-owned, rented or personally owned  
24 vehicles.  
25

26 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,  
27 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce  
28



1 activities for individuals who, because of national origin, have Limited English proficiency (LEP).  
2 Subrecipient understands that denying a person access to its programs, services, and activities  
3 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights  
4 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,  
5 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's  
6 directives, to ensure that LEP persons have meaningful access to its programs, services, and  
7 activities. Subrecipient understands and agrees that meaningful access may entail providing  
8 language assistance services, including oral interpretation and written translation where necessary,  
9 to ensure effective communication in the Subrecipient's programs, services, and activities.

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

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

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

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

- 7 6. Subrecipient understands and agrees that if any real property or structure is provided or improved  
8 with the aid of federal financial assistance by the Department of the Treasury, this assurance  
9 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period  
10 during which the real property or structure is used for a purpose for which the federal financial  
11 assistance is extended or for another purpose involving the provision of similar services or benefits.  
12 If any personal property is provided, this assurance obligates the Subrecipient for the period during  
13 which it retains ownership or possession of the property.
- 14 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department  
15 of the Treasury of the aforementioned obligations. Enforcement may include investigation,  
16 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from  
17 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews  
18 and reporting requirements.
- 19 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any  
20 complaints of discrimination on the grounds of race, color, or national origin, and limited English  
21 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and  
22 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or  
23 completed, including outcome. Subrecipient also must inform the Department of the Treasury if  
24 Subrecipient has received no complaints under Title VI.
- 25 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-  
26 compliance of Title VI and efforts to address the non-compliance, including any voluntary  
27 compliance or other agreements between the Subrecipient and the administrative agency that  
28 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the

1 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject  
2 of any court or administrative agency finding of discrimination, please so state.

3 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is  
4 responsible for ensuring that sub-recipients also comply with Title VI and other applicable  
5 authorities covered in this document State agencies that make sub-awards must have in place  
6 standard grant assurances and review procedures to demonstrate that that they are effectively  
7 monitoring the civil rights compliance of subrecipients.

8  
9 The United States of America has the right to seek judicial enforcement of the terms of this assurances  
10 document, and nothing in this document alters or limits the federal enforcement measures that the United  
11 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 Contractor or any third parties,  
5 Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies  
6 throughout the term of this Agreement.

7 (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than  
8 Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars  
9 (\$4,000,000). 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 Contractor shall obtain an endorsement to this policy naming the County of Fresno,  
12 its officers, agents, employees, and volunteers, individually and collectively, as additional  
13 insureds, but only insofar as the operations under this Agreement are concerned. Such coverage  
14 for additional insureds will apply as primary insurance and any other insurance, or self-  
15 insurance, maintained by the County is excess only and not contributing with insurance provided  
16 under the Contractor'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 (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million  
25 Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars  
26 (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the  
27 date on which services began under this Agreement; (2) the Contractor shall maintain the policy  
28 and provide to the County annual evidence of insurance for not less than five years after  
completion of services under this Agreement; and (3) if the policy is canceled or not renewed,  
and not replaced with another claims-made policy with a retroactive date prior to the date on  
which services begin under this Agreement, then the Contractor shall purchase extended  
reporting coverage on its claims-made policy for a minimum of five years after completion of  
services under this Agreement.

29 If the Contractor is a governmental entity, it may satisfy the policy requirements above through a  
30 program of self-insurance, including an insurance pooling arrangement or joint exercise of powers  
31 agreement.

32 **2. Additional Requirements**

33 (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any  
34 time during the term of this Agreement as requested by the County's Risk Manager or the

1 County Administrative Office, the Contractor shall deliver, or cause its broker or producer to  
2 deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721,  
3 or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to  
4 receive notices under this Agreement, certificates of insurance and endorsements for all of the  
5 coverages required under this Agreement.

- 6 (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained  
7 and is in full force; (2) the County, its officers, agents, employees, and volunteers are not  
8 responsible for any premiums on the policy; and (3) the Contractor has waived its right to  
9 recover from the County, its officers, agents, employees, and volunteers any amounts  
10 paid under any insurance policy required by this Agreement and that waiver does not  
11 invalidate the insurance policy.
- 12 (ii) The commercial general liability insurance certificate must also state, and include an  
13 endorsement, that the County of Fresno, its officers, agents, employees, and volunteers,  
14 individually and collectively, are additional insureds insofar as the operations under this  
15 Agreement are concerned. The commercial general liability insurance certificate must  
16 also state that the coverage shall apply as primary insurance and any other insurance, or  
17 self-insurance, maintained by the County shall be excess only and not contributing with  
18 insurance provided under the Contractor's policy.
- 19 (iii) The automobile liability insurance certificate must state that the policy covers any auto  
20 used in connection with this Agreement.
- 21 (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state  
22 the retroactive date of the policy, which must be prior to the date on which services  
23 began under this Agreement.

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

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

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

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

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

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

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