

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS
SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 24th day of October, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Auberry Sawmill, Inc., a California corporation, whose office address is 32180 Auberry Road, Auberry, CA 93602 ("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, on December 29, 2022, the President signed into law the Consolidated Appropriations Act (CAA) of 2023, amending sections 602 and 603 of the Social Security Act to give state, local, and Tribal governments more flexibility to use SLFRF funds to provide emergency relief from natural disasters, build critical infrastructure, and support community development; and

WHEREAS, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the 2021 Interim Final Rule, 2022 Final Rule, and the 2023 Interim 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
- (5) To provide emergency relief from natural disasters or the negative economic impacts for natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs;

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

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

5 **WHEREAS**, the Treasury defines “small business,” as a business concern or other organization
6 that has no more than 500 employees or, if applicable, the size standard in number of employees
7 established by the Administrator of the Small Business Administration for the industry in which the business
8 concern or organization operates, is independently owned and operated, and is not dominant in its field of
9 operation; and

10 **WHEREAS**, the SUBRECIPIENT represents that it meets the Treasury’s definition of a small
11 business, the industrial sawmill is independently owned and operated by the SUBRECIPIENT, and the
12 SUBRECIPIENT employed six individuals prior to closing down the woodworking operation of the
13 sawmill during the public health emergency due to the instability in the labor market, decline in revenues,
14 increased operational costs due to labor shortages, a collapse in the supply chain, limited access to
15 financial assistance and technical resources to help the sawmill weather the financial hardships of the
16 pandemic, and the SUBRECIPIENT’s inability to generate sufficient revenue to maintain its operations; and

17 **WHEREAS**, the SUBRECIPIENT represents that in 2021 and 2022 it sought financing
18 assistance in the form of loans and credit from several lending agencies in the Central Valley, including
19 local and national banking companies such as Wells Fargo Bank, Murphy’s Bank, Fresno First Bank,
20 Blue Forest, Rural Community Development, California’s iBank, and CDC Small Business Finance,
21 however the SUBRECIPIENT represents that it was unable to secure credit or loan assistance as a
22 “startup business” due to lack of funding availability for sawmills or similar industries in the area; and

23 **WHEREAS**, the SUBRECIPIENT represents that there are no other operating sawmills within
24 130 miles of the COUNTY that can help address the need in forest management, help improve the wood
25 supply chain by converting raw materials into lumber production, and improve disaster preparedness by
26 removing dead trees and mitigating the volume of potentially combustible fuels in the Sierra National
27 Forrest, while at the same time providing job opportunities for employment and technical training for
28 individuals in the region; and

1
2 **WHEREAS**, the SUBRECIPIENT represents that it plans to restart its sawmill operation, which
3 will help preserve recreational open space and mountain land, potentially reduce the severity of future
4 wildfires in the Sierra National Forrest, thereby protecting the mountain communities, including nearby
5 Native Tribal communities from future natural disasters related to wildfires; and

6 **WHEREAS**, the 2023 Interim Final Rule provides a framework for using SLFRF to provide
7 emergency relief from natural disasters or their negative economic impacts; and

8 **WHEREAS**, the COUNTY has identified naturally occurring forest fires as a natural disaster that
9 has occurred and is threatened to occur in the future, which is likely to cause substantial damage, injury,
10 or imminent threat to civilian property or persons; and

11 **WHEREAS**, the Governor of California, Gavin Newsom, declared a State of Emergency for
12 Fresno County, and procured a Presidential Major Disaster Declaration, related to the Creek Fire, which
13 began on September 4, 2020, and eventually burned 379,895 acres in the Sierra National Forest, and
14 was the fifth largest wildfire in modern California history, necessitating evacuations in several mountain
15 communities in east Fresno County; and

16 **WHEREAS**, the Governor of California, Edmund G. Brown, declared a State of Emergency on
17 January 17, 2014, which is still in effect today and was recently extended through the adoption of a
18 resolution by the Fresno County Board of Supervisors on September 19, 2023 proclaiming the
19 continuation of the local emergency, and which acknowledges extremely high levels of tree mortality and
20 hazardous conditions created by the drought, and requested that Governor Newsom continue to provide
21 resources and support to mitigate risk of falling trees and increased fire hazard in the Sierra National
22 Forest; and

23 **WHEREAS**, the COUNTY has identified that the expeditious removal and processing of dead
24 trees will mitigate imminent threat to property, public health and safety and lessen or avert the threat of
25 catastrophe, and so constitutes “emergency relief” according to the 2023 Interim Final Rule; and

26 **WHEREAS**, the SUBRECIPIENT represents that it is working in conjunction with the US Forest
27 Service, local Native Tribes, Reedley Community College, California Conservation Corps, the Sierra
28 Resource Conservation District, and has support from federal and state representatives to restart wood

1 production in the area that will process green timber, fire-salvaged material resulting from fuel reduction
2 and fire recovery efforts, and will provide job training opportunities to accelerate rehiring of unemployed
3 workers and develop training opportunities in the field of equipment operators, log truck drivers, lumber
4 suppliers, and forest management; and

5 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
6 fund the design, engineering, purchase of supplies and equipment, and installation of a Three-Phase
7 Power supply necessary to enable the long-term sustainability of the Auberry Sawmill's operation
8 ("Program"); and

9 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is expected to
10 respond to the negative economic impact of the pandemic on a small business, while supporting a
11 strong and equitable recovery from the COVID-19 pandemic and economic downturn, by assisting in the
12 restoration of three-phase power to the sawmill, which will allow the sawmill to operate at full capacity
13 and provide employee training for living-wage jobs that will keep the value of processing local raw
14 materials within the community and mitigate financial hardship as well as benefit the community by
15 contending with natural disaster mitigation through reducing the threat of natural catastrophe; and

16 **WHEREAS**, the SUBRECIPIENT represents that SLFRF will afford the opportunity to create an
17 initial five jobs in the first year of operation, while in the future, additional job opportunities are
18 anticipated to be created in positions such as equipment operation, sawyer, millwright, green chain and
19 general labor, which are highly-skilled, living-wage jobs, and to contract skilled workers in logging and
20 trucking within the first year with the assistance of the SLFRF funding for the acquisition of necessary
21 electrical equipment to restore the three-phase power to the sawmill site; and

22 **WHEREAS**, the Treasury has declared that the COUNTY has broad flexibility to use SLFRF to
23 aid and mitigate financial hardships, such as a decline in revenues to impacted small businesses and
24 industries resulting from the COVID-19 pandemic, as well as natural disaster emergency relief as
25 eligible uses of SLFRF; and

26 **WHEREAS**, under Section 602(c)(1)(A) of the ARPA, the COUNTY may transfer SLFRF to small
27 businesses for Eligible Uses, to respond to the public health emergency or its negative economic impacts,
28 including among other things, providing assistance to small businesses to mitigate the financial hardships

1 resulting from the pandemic, including: grants to mitigate financial hardships such as declines in revenues
2 or impacts of the periods of business closures, or other economic harm due to the pandemic, as well as
3 businesses with less capacity to weather financial hardship, such as the smallest businesses, those with
4 less access to credit, or those serving underserved communities for the purpose of meeting ARPA's
5 goals; and

6 **WHEREAS**, the COUNTY has determined from the Final Rule and the 2023 Interim Final Rule
7 that the proper use of SLFRF includes expenditures that respond to the negative economic impacts of
8 the pandemic, and that funding assistance sought by the SUBRECIPIENT from SLFRF to acquire the
9 electrical components to restore three-phase power to the sawmill site would benefit the entire
10 community of Auberry by preserving local jobs through the processing of raw material that would
11 otherwise leave Fresno County for processing elsewhere, providing ongoing employee training for the
12 requisite highly-skilled labor needed to process the raw materials in the local community, and mitigate
13 imminent natural disasters through emergency relief in an area where a State of Emergency has been
14 declared; and

15 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
16 COUNTY may provide SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures, as
17 permitted under the Interim Final Rule, Final Rule and the Interim Final Rule of 2023.

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

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

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

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

27 C. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this
28 award may only be spent on Eligible Uses in compliance with the ARPA, the United States Department

1 of the Treasury (“TREASURY”) regulations implementing section 602 of the ARPA, and guidance issued
2 by the TREASURY regarding the foregoing.

3 D. SUBRECIPIENT represents that it intends to use SLFRF to address the negative
4 economic impacts of the pandemic, for the implementation of the Program, as shown on Table 1-1 of
5 Exhibit B, attached and incorporated by this reference.

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

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

22 G. Prevailing Wage.

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

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

6 b. SUBRECIPIENT shall promptly provide a copy to COUNTY of any
7 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action
8 (collectively, "DIR Administrative or Legal Action") by or on behalf of the Director of the Department of
9 Industrial Relations of the State of California, including any representative thereof (collectively, the
10 "DIR") to or against SUBRECIPIENT, and SUBRECIPIENT's written responses, in any written form,
11 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT's provision of
12 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT's written responses, in any
13 written form, thereto, that relate to any work, or any portion thereof, provided however,
14 SUBRECIPIENT's provision of such copy of any DIR Administrative or Legal Action, and/or
15 SUBRECIPIENT's responses thereto, or failure to provide same or to timely provide same, shall not
16 impose any obligation upon COUNTY with respect to SUBRECIPIENT's obligations under this Section
17 1(G). SUBRECIPIENT acknowledges that the DIR provides the following internet resource:

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

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

25 d. SUBRECIPIENT is not relying on any representation or lack of
26 representation by the COUNTY with respect to this Agreement, the Program, which will fund the design,
27 engineering, purchase of supplies and equipment, and installation of a Three-Phase Power supply
28 necessary to enable the long-term sustainability of the Auberry Sawmill's operation and which will allow

1 the Auberry Sawmill to assist in ongoing employee hiring and training, as well as help mitigate imminent
2 natural disaster that is the object of the grant provided in this Agreement, or as to any matter described
3 in this Section 1.G. COUNTY has not made any representation nor lack of representation with respect
4 to this Agreement, the Program that is the object of the grant provided in this Agreement, or as to any
5 matter described in this Section 1.G. to any contractors and/or suppliers (including their respective sub-
6 contractors at any tier) or otherwise, retained or contracted with by SUBRECIPIENT, and no such
7 person or entity may rely on any purported representation of the COUNTY with respect to this subject
8 matter.

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

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

27 J. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other
28 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF

1 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five
2 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF
3 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the
4 Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

5 K. None of the personnel employed in the administration of the Program shall be in
6 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
7 5, U.S. Code, as applicable.

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

10 2. **PROCUREMENT REQUIREMENTS**

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

13 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
14 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
15 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
16 200.321.

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

20 3. **REPORTING REQUIREMENTS**

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

26 B. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty
27 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and
28 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to

1 facilitate closeout of the Program and ensure that the COUNTY's obligations and requirements under
2 the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to
3 SUBRECIPIENT written acceptance of the Final Program Report.

4 4. **NONDISCRIMINATION**

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

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

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

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

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

15 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use their position
16 to secure or grant any unwarranted privilege, preference, exemption, or advantage for themselves, any
17 member of their household, any business entity in which they have a financial interest, 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 they have 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 their 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 themselves, or for
26 those whom they have family or business ties, during their tenure, or for one year thereafter, for any of the
27 work to be performed pursuant to the Program.

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

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

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

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

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

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

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

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

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

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

8 9. **PENALTIES**

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

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

17 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
18 refund SLFRF upon demand by COUNTY.

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

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

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

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

25 F. Withhold further SLFRF for the Program; and

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

27 10. **FINANCIAL MANAGEMENT**

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

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

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

20 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
21 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
22 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
23 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
24 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
25 accountability submissions shall be provided to County of Fresno, County Administrative Office at 2281
26 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
27 fresnocal@fresnocountyca.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 the books, documents, papers, and records,
17 including invoices, payroll registers, time records, contracts, and accounting documents concerning
18 matters that are reasonably related to the Program shall be provided upon request to the COUNTY.

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

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

23 11. **TERM**

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

1 acceptance of the Final Program Report under Section 3(C) of this Agreement shall include the COUNTY's
2 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The
3 County Administrative Officer or their designee is authorized to execute this written acceptance of the Final
4 Program Report and notification of term end to SUBRECIPIENT.

5 12. **TERMINATION**

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

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

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

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

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

27 13. **GRANT FUNDING/COMPENSATION**

28 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to

1 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant
2 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an
3 amount not to exceed one hundred forty thousand dollars (\$140,000).

4 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to
5 SUBRECIPIENT for the Program shall not exceed one hundred forty thousand dollars (\$140,000), which
6 will provide funding assistance to SUBRECIPIENT to implement the Program consisting of costs for the
7 design, engineering, purchase of supplies and equipment, and installation of a Three-Phase Power supply
8 necessary to enable the long-term sustainability of the Auberry Sawmill's operation, and will address the
9 negative economic impacts of the pandemic for the SUBRECIPIENT to restart its full operation for
10 processing raw materials for the construction industry rather than ship the raw materials out of the area.

11 SUBRECIPIENT shall submit written payment requests for the payment of eligible necessary
12 expenses in support of the Program. Payment requests for the COUNTY to make such a payment shall be
13 in accordance with the sample Payment Request Form, attached as Exhibit B, and incorporated by this
14 reference. Payment requests shall detail purchase orders, receipts, and reimbursement requests, detailing
15 items purchased, and expenses incurred or anticipated to be incurred in support of the Program for items
16 listed in Table 1-1 of Exhibit B of this Agreement.

17 Following the Effective Date of this Agreement, SUBRECIPIENT may make payment requests to
18 the COUNTY to cover eligible expenditures in support of the Program. The payment requests from
19 SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the
20 SUBRECIPIENT that the request for payment is consistent with the equipment and materials to be
21 purchased with the amount of funding being requested from the COUNTY, and that said payment request
22 is in accordance with the Program, Table 1-1 of Exhibit B of this Agreement. After appropriate review and
23 inspection of the first payment request, the COUNTY shall make the first payment available to
24 SUBRECIPIENT in accordance with Section 8: Subrecipient's Acknowledgement of County's Reporting to
25 Treasury, above. After the first request, SUBRECIPIENT may make additional subsequent payment
26 requests to the COUNTY on a 60-day basis (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. SUBRECIPIENT is responsible for monitoring the cash
2 flow needs expected to implement the Capital Expenditure and submitting reimbursement requests to
3 COUNTY in a timely manner to assure adequate coverage of Program needs. It is understood that all
4 expenses incidental to SUBRECIPIENT's performance of services in carrying out its Program under this
5 Agreement shall be borne by SUBRECIPIENT.

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

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

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

22 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
23 documentation or clarification.

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

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

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

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

11 14. **INDEPENDENT CONTRACTOR**

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

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

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

1 15. **MODIFICATION**

2 Any matters of this Agreement may be modified from time to time by the written consent of all the
3 parties without, in any way, affecting the remainder. Changes to line items, as set forth in Exhibit B, that,
4 when added together during the term of the Agreement do not exceed ten percent (10%) of the total
5 maximum compensation payable to SUBRECIPIENT, may be made with the written approval of
6 SUBRECIPIENT and COUNTY's Administrative Officer or designee. These modifications shall not result
7 in any change to the maximum compensation amount payable to SUBRECIPIENT, as described in this
8 Agreement.

9 16. **NON-ASSIGNMENT**

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

12 17. **HOLD HARMLESS** SUBRECIPIENT shall indemnify and hold harmless and defend the

13 County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
14 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind
15 to the COUNTY, the SUBRECIPIENT, or any third party that arise from or relate to the performance or
16 failure to perform by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or employees)
17 under this Agreement. The COUNTY may conduct or participate in its own defense without affecting the
18 SUBRECIPIENT's obligation to indemnify and hold harmless or defend the COUNTY.

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

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

26 18. **INSURANCE**

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

28 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

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

14 20. **AUDITS AND INSPECTIONS:**

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

- 23 1) Whether the objectives of the Program are being achieved;
- 24 2) Whether the Program is being operated in an efficient and effective
25 manner;
- 26 3) Whether management control systems and internal procedures have
27 been established to meet the objectives of the Program;
- 28 4) Whether the financial operations of the Program are being conducted

properly;

- 5) Whether the periodic reports to the COUNTY contain accurate and reliable information;
- 6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement; and
- 7) Whether all activities associated with the Program are in compliance with the Interim Final Rule and Final Rule for the SLFRF, the Compliance Guidance, and any subsequent guidance issued by TREASURY.

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

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Auberry Sawmill, Inc.
ARPA - SLFRF Coordinator	Kirk Ringgold, President
2281 Tulare Street, Room 304	32180 Auberry Rd.
Fresno, CA 93721	Auberry, CA 93602

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by

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

13 22. **GOVERNING LAW**

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

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

18 23. **ADVICE OF ATTORNEY**

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

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

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

25 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions
26 that they are a party to while SUBRECIPIENT is providing goods or performing services under this
27 agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party
28 and in which one or more of its directors has a material financial interest. Members of the Board of

1 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
2 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated herein by
3 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
4 immediately thereafter.

5 25. **ELECTRONIC SIGNATURES**

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

21 26. **ENTIRE AGREEMENT:**

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

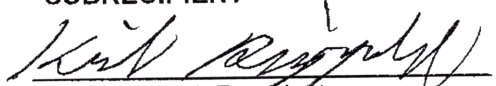
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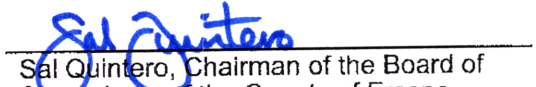
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SUBRECIPIENT

COUNTY OF FRESNO


Kirk Ringgold, President
Auberry Sawmill, Inc.


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

Mailing Address:
Auberry Sawmill, Inc.
32180 Auberry Rd.
Auberry, CA 93602

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

Facility Address:
Auberry Sawmill, Inc.
32180 Auberry Rd.
Auberry, CA 93602

By: 
Deputy

FOR ACCOUNTING USE ONLY:
Fund: 0026
Subclass: 91021
ORG: 1033
Account: 7845

Exhibit A

Program Description

The SUBRECIPIENT represents that it is an independently owned, small business performing necessary services in the wood product manufacturing industry. The SUBRECIPIENT represents that the Auberry Sawmill site is the only sawmill site properly zoned within Fresno County and is working with the U.S. Forest Service and other organizations in the restoration and maintenance of the Sierra National Forest to promote conservation, recreation, and imminent natural disaster mitigation. The SUBRECIPIENT represents that it sought financing during the pandemic and was denied such financing due to limited financial instruments in support of the wood product industry, which caused negative economic impacts, while attempting to keep the small business operational.

The provision of SLFRF to SUBRECIPIENT under this Agreement is intended to respond to the negative economic impact by providing small business funding assistance to support a strong and equitable recovery from the COVID-19 pandemic and economic downturn, will allow SUBRECIPIENT to purchase necessary equipment which will restore the three-phase power needed to fully operate the sawmill, and will help mitigate imminent natural disasters in Fresno County.

The Program is expected to be completed within one year. During the implementation and once complete, the SUBRECIPIENT intends to provide training for an estimated five initial employees in the first year of operation in highly skilled labor positions to ensure proper professional use of the facilities and manufacturing operations. Additionally, the SUBRECIPIENT, working with the U.S. Forest Service and other partners, will be able to process materials from the local recovery efforts, which will mitigate the imminent threat to civilian property and persons in the emergency relief effort.

Exhibit B

Subrecipient Expenditure Plan

SUBRECIPIENT shall provide to COUNTY requests for payments for eligible expenses to complete the Program. Following the Effective Date of this Agreement, SUBRECIPIENT may make payment requests, to cover eligible expenditures in support of the Program. The payment request from SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the SUBRECIPIENT that the payment request is consistent with the amount of work scheduled to be performed or materials to be purchased with the amount of funding being requested from the COUNTY. SUBRECIPIENT may make additional subsequent payment requests to the COUNTY on a 60-day basis (every 60 days) for eligible expenditures to be funded with the remaining balance of the Program's budget. Payment requests shall detail purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

Exhibit B (continued)

Table 1-1, Expenditure Plan

Dunlap Community Club – Maintenance Project		
Line Item	Estimated Amount	Narrative
Three-Phase Electrical Service Equipment	\$140,000	This line item will fund the Program including but is not limited to the following: design, engineering, purchase of supplies and equipment, and installation of a Three-Phase Power supply necessary to enable the long-term sustainability of the Auberry Sawmill's operation.
Total	\$140,000	

Exhibit B (continued)

Payment Request Form

Date:

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

Subject: Payment Request For:

_____ **Subrecipient Program**

_____ **Subrecipient Name**

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

Payee

Invoice # / Contract #

Amount

Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)

**Exhibit C
Template Expenditure Report**

PROGRAM	
Unique Entity Identifier (UEI):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: Negative Economic Impacts	
Total Award: \$140,000	Remaining Balance:

EXPENDITURES					
	Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Assistance to Small Business				
2.29	Loans or Grants to Mitigate Financial Hardship				
TOTAL					

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

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

PROJECT STATUS

AUTHORIZED SIGNATURE

Signature _____
Date

Prepared by _____
(Print name)

Exhibit D

Annual Performance Report

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

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

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

Instructions:

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

Exhibit E

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit E (continued)

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

Exhibit F

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

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

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

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

4. Maintenance of and Access to Records.
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

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

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

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

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

9. Compliance with Applicable Law and Regulations.
 - a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b) Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - x. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
 - ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color,
 - iv. religion, national origin, sex, familial status, or disability;

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

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

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

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

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP 3678 awarded to County of Fresno by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities

provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b) The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

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

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

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

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

Exhibit G

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The SUBRECIPIENT shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the SUBRECIPIENT's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the SUBRECIPIENT has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers,

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

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the SUBRECIPIENT shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the SUBRECIPIENT shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the SUBRECIPIENT shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the SUBRECIPIENT or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the SUBRECIPIENT has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the SUBRECIPIENT shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The SUBRECIPIENT is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not the SUBRECIPIENT obtains such an endorsement.
- (F) **County's Remedy for Subrecipient's Failure to Maintain.** If the SUBRECIPIENT fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the SUBRECIPIENT. The County may offset such charges against any amounts owed by the County to the SUBRECIPIENT under this Agreement.
- (G) **Subcontractors.** The SUBRECIPIENT shall require and verify that all subcontractors used by the SUBRECIPIENT to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the SUBRECIPIENT to provide services under this Agreement using subcontractors.