

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

This AGREEMENT ("Agreement") is made and entered into this 9th day of January, 2024 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Central California Food Bank, a California nonprofit 501(c)(3) corporation, with a principal office located at 4010 E. Amendola Drive, Fresno, Ca 93725 ("SUBRECIPIENT").

WITNESSETH:

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

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

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

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

WHEREAS, the SUBRECIPIENT is a nonprofit public benefit corporation in operation since 1992, in good standing with the State of California, whose mission is to fight hunger by gathering and distributing food, engaging in partnerships that advance self-sufficiency, and providing community leadership on issues related to hunger. SUBRECIPIENT represents that it was organized to accomplish this mission by conducting programs that provide food pantries and agencies, while organizing resources for volume purchasing, warehousing, and for food product management capacity to deliver food and goods in an efficient and effective manner; and

1 **WHEREAS**, the SUBRECIPIENT represents that it helps more than 300,000 people each month,
2 one-third of whom are children, throughout a five-county region of the San Joaquin Valley, including rural
3 communities in the counties of Fresno, Madera, Tulare, Kings, and Kern Counties; and

4 **WHEREAS**, the SUBRECIPIENT represents that while the Fresno region is home to a few of
5 California's top agriculture-producing operations, it has one of the highest levels of hunger in the United
6 States. According to the Food Research & Action Center (2018), the Fresno region has the 3rd worst food
7 hardship rate in the nation at 22.9% while the State of California is 15.2%, which was exacerbated by the
8 COVID-19 pandemic; and

9 **WHEREAS**, the SUBRECIPIENT represents that its comprehensive hunger-relief programs serve
10 low-income families with children, seniors, immigrants, veterans, and college students affected by food
11 insecurity and remove barriers to food accessibility in populations affected by poverty, unemployment, or
12 lack of transportation; and

13 **WHEREAS**, the SUBRECIPIENT represents that their comprehensive feeding programs in rural
14 communities saw an increased demand due to food insecurity as a result of the COVID-19 pandemic, and
15 in response, the SUBRECIPIENT enhanced its food assistance programs to target food insecurity in some
16 of Fresno County's most vulnerable populations. This has been impactful for working families, seniors,
17 disabled and immunocompromised individuals, and groups struggling with stigma as a barrier to accessing
18 supplemental food programs; and

19 **WHEREAS**, the SUBRECIPIENT represents that their Member Partners who implement food
20 assistance programs in the rural communities of Fresno County rely on their own means of transportation to
21 transport food from the SUBRECIPIENT's Food Bank locations to their service area. The SUBRECIPIENT
22 represents that their Member Partners often have vehicles with limited capacity to transport large volumes
23 of food per trip which limits their ability to adequately distribute food in the rural communities that are widely
24 considered to be food deserts; and

25 **WHEREAS**, the SUBRECIPIENT represents that its ability to address food insecurity in rural
26 communities requires innovative strategies that will enable its Member Partners to increase their transport
27 capacity to deliver higher volumes of food. The SUBRECIPIENT represents that the acquisition of a
28 refrigerated Box Truck will help its Member Partners increase transport capacity, will improve food stability

1 for perishable items during transport, and will increase the overall volume of food deliveries in less trips;
2 and

3 **WHEREAS**, the SUBRECIPIENT represents that ARPA-SLFRF funding will allow SUBRECIPIENT
4 to purchase the refrigerated Box Truck that will be used in the SUBRECIPIENT's Member Partner Truck
5 Loan Pilot Program, which is a program that will be made available to its Member Partners to "check out"
6 the Box Truck at no cost so that the Member Partners may pick-up larger volumes of food and distribute in
7 the rural communities they serve; and

8 **WHEREAS**, the SUBRECIPIENT represents that this Member Partner Truck Loan Program will
9 have a great impact on Member Partners who are currently picking up food in passenger vehicles, which
10 limits the amount of food they can distribute to neighbors in need. Having access to a larger vehicle will
11 expand each Member Partners' capacity to transport food to the rural communities of Fresno County;
12 and

13 **WHEREAS**, the SUBRECIPIENT represents that the School Pantry Program, which currently
14 partners with 25 schools and supports families in need by providing convenient access to food
15 resources, has delivered over 650,000 pounds of food in calendar year 2022, and could expand and
16 reach more communities with the acquisition of storage and transportation equipment and needed
17 education and communication outreach to the identified communities in Fresno County; and

18 **WHEREAS**, the SUBRECIPIENT represents that children in the areas being serviced suffer from
19 food insecurity at higher rates than the rest of California. The Child Nutrition Initiative targets rural schools in
20 Fresno County and provides to needy families convenient access to food in a safe and familiar environment
21 at their child's school through the Rural School Pantry program. SUBRECIPIENT represents that
22 expanding the School Pantry Program to five additional school sites that are ready to begin distributing food
23 requires additional food storage equipment and food transportation equipment, including but not limited to
24 refrigeration, pallet jacks, rolling shelf racks, push carts, etc., which will allow schools to choose the
25 distribution model they are equipped to offer; and

26 **WHEREAS**, the SUBRECIPIENT represents that by providing the necessary storage, refrigeration,
27 and other related capacity investments, SUBRECIPIENT can enable the five additional Fresno County
28 school sites to feed the influx of people experiencing food insecurity from the pandemic and resulting

1 inflation. By expanding storage capacity, these schools can offer a greater variety of fresh and perishable
2 staples to create more comprehensive meals that meet the dietary needs of not just the student, but the
3 student's entire household; and

4 **WHEREAS**, the Final Rule identified food insecurity is a negative economic impact of the COVID-
5 19 public emergency, with nearly 20 million adults living in households sometimes experiencing food
6 insecurity, where there was not enough food to eat; and

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

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

13 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
14 fund the purchase of necessary equipment, which will increase SUBRECIPIENT's capacity investments
15 in rural Fresno County feeding programs by funding the purchase of a refrigerated Box Truck that will be
16 used by the SUBRECIPIENT's Member Partner Truck Loan Pilot Program, and increase food storage
17 and distribution capacity at rural Fresno County schools through its Rural School Pantry and Child
18 Nutrition Initiatives programs by the acquisition of food storage and transportation equipment, which will
19 allow SUBRECIPIENT to administer food provisions to disadvantaged communities countywide
20 (Program); and

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

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

28 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the

COUNTY may provide SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures, as permitted under the Interim Final Rule and Final Rule.

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

1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

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

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

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

D. SUBRECIPIENT represents that the Program will fund the purchase of a refrigerated Box Truck, storage equipment, and transportation equipment, including but not limited to refrigerators, freezers, push carts, pallet jacks, and rolling shelf racks, which will allow SUBRECIPIENT to more completely meet the needs of, and which will benefit the communities and residents of Fresno County and children and families of children in Fresno County schools which have been disproportionately and negatively impacted by the COVID-19 pandemic.

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

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

- 1 a. *Title.* Subject to the requirements and conditions set forth in this section, title
2 to equipment acquired under a Federal award will vest upon acquisition in the
3 non-Federal entity subject to the following conditions:
- 4 i. Use the equipment for the authorized purposes of the project during the
5 period of performance, or until the property is no longer needed for the
6 purposes of the project.
- 7 ii. Not encumber the property without approval of the Federal awarding
8 agency or pass-through entity.
- 9 iii. Use and dispose of the property in accordance with paragraphs (b), (c),
10 and (e) of this section.
- 11 b. *General.* Non-Federal entities must follow paragraphs (c) through (e) of this
12 section.
- 13 c. *Use.*
- 14 i. Equipment must be used by the non-Federal entity in the program or
15 project for which it was acquired as long as needed, whether or not the
16 project or program continues to be supported by the Federal award, and
17 the non-Federal entity must not encumber the property without prior
18 approval of the Federal awarding agency. The Federal awarding agency
19 may require the submission of the applicable common form for
20 equipment. When no longer needed for the original program or project,
21 the equipment may be used in other activities supported by the Federal
22 awarding agency, in the following order of priority:
- 23 1. Activities under a Federal award from the Federal awarding
24 agency which funded the original program or project, then
- 25 2. Activities under Federal awards from other Federal awarding
26 agencies. This includes consolidated equipment for information
27 technology systems.
- 28 ii. During the time that equipment is used on the project or program for which

1 it was acquired, the non-Federal entity must also make equipment
2 available for use on other projects or programs currently or previously
3 supported by the Federal Government, provided that such use will not
4 interfere with the work on the projects or program for which it was originally
5 acquired. First preference for other use must be given to other programs
6 or projects supported by Federal awarding agency that financed the
7 equipment and second preference must be given to programs or projects
8 under Federal awards from other Federal awarding agencies. Use for non-
9 federally funded programs or projects is also permissible. User fees
10 should be considered if appropriate.

11 iii. Notwithstanding the encouragement in CFR § 200.307 to earn program
12 income, the non-Federal entity must not use equipment acquired with the
13 Federal award to provide services for a fee that is less than private
14 companies charge for equivalent services unless specifically authorized
15 by Federal statute for as long as the Federal Government retains an
16 interest in the equipment.

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

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

24 i. Property records must be maintained that include a description of the
25 property, a serial number or other identification number, the source of
26 funding for the property (including the FAIN), who holds title, the
27 acquisition date, and cost of the property, percentage of Federal
28 participation in the project costs for the Federal award under which the

1 property was acquired, the location, use and condition of the property, and
2 any ultimate disposition data including the date of disposal and sale price
3 of the property.

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

6 iii. A control system must be developed to ensure adequate safeguards to
7 prevent loss, damage, or theft of the property. Any loss, damage, or theft
8 must be investigated.

9 iv. Adequate maintenance procedures must be developed to keep the
10 property in good condition.

11 v. If the non-Federal entity is authorized or required to sell the property,
12 proper sales procedures must be established to ensure the highest
13 possible return.

14 e. *Disposition*. When original or replacement equipment acquired under a
15 Federal award is no longer needed for the original project or program or for
16 other activities currently or previously supported by a Federal awarding agency,
17 except as otherwise provided in Federal statutes, regulations, or Federal
18 awarding agency disposition instructions, the non-Federal entity must request
19 disposition instructions from the Federal awarding agency if required by the
20 terms and conditions of the Federal award. Disposition of the equipment will be
21 made as follows, in accordance with Federal awarding agency disposition
22 instructions:

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

26 ii. Except as provided in CFR §200.312(b), or if the Federal awarding agency
27 fails to provide requested disposition instructions within 120 days, items
28 of equipment with a current per-unit fair market value in excess of \$5,000

1 may be retained by the non-Federal entity or sold. The Federal awarding
2 agency is entitled to an amount calculated by multiplying the current
3 market value or proceeds from sale by the Federal awarding agency's
4 percentage of participation in the cost of the original purchase. If the
5 equipment is sold, the Federal awarding agency may permit the non-
6 Federal entity to deduct and retain from the Federal share \$500 or ten
7 percent of the proceeds, whichever is less, for its selling and handling
8 expenses.

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

13 iv. In cases where a non-Federal entity fails to take appropriate disposition
14 actions, the Federal awarding agency may direct the non-Federal entity to
15 take disposition actions.

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

1 H. Prevailing Wage.

2 a. For any portion of any of the work, service, and/or function (including, but
3 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
4 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors
5 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the
6 Program that is a “public work” for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
7 Division 2 of the California Labor Code (collectively, “Chapter 1 of the Labor Code”), (i) SUBRECIPIENT
8 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-
9 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with
10 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with
11 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of
12 this Section 1(H) into such agreements.

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

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

24 c. COUNTY does not make any representation, or provide any guidance, to
25 SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed
26 by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers
27 (including their respective sub-contractors at any tier), that constitutes a “public work,” or (ii) the
28

sufficiency of the DIR's internet resource, above, for purposes of compliance with this Section 1(G). The provisions of this Section 1(H) shall survive the expiration or termination of this Agreement.

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

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

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

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

7 L. None of the personnel employed in the administration of the Program shall be in
8 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
9 5, U.S. Code, as applicable.

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

12 2. **PROCUREMENT REQUIREMENTS**

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

15 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
16 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
17 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
18 200.321.

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

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

28 E. All contracts made by SUBRECIPIENT in excess of \$100,000 with respect to water,

sewer, or broadband infrastructure projects that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

3. **REPORTING REQUIREMENTS**

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

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

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

C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and expenses incurred by SUBRECIPIENT, and any other information that presents how SLFRF helped SUBRECIPIENT implement the Program in an effective, efficient, and equitable manner to facilitate closeout of the Program and ensure that the COUNTY's obligations and requirements under the SLFRF

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

4. **NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
26 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
27 Subsections A and B of this Section 2, (ii) nothing in Subsections A or B of this Section 8 relieve
28 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this

Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

9. **PENALTIES**

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

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

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

10. **FINANCIAL MANAGEMENT**

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

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

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

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

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

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

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

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

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

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

18 11. **TERM**

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

28 12. **TERMINATION**

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

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

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

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

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

23 13. **GRANT FUNDING/COMPENSATION**

24 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
25 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to provide to
26 SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to exceed a total
27 of two hundred two thousand dollars (\$202,000).

28 The funding provided in this Agreement will provide funding assistance to the SUBRECIPIENT for

1 the implementation of the Program, consisting of expenditures listed on Table 1-1 for the purchase of a
2 refrigerated Box Truck, food storage equipment and food transportation equipment, including but not
3 limited to refrigeration equipment, pallet jacks, rolling shelf racks, and push carts, to support the
4 SUBRECIPIENT'S community outreach and engagement efforts to provide food through their
5 comprehensive feeding programs and Rural School Pantry programs conducted by SUBRECIPIENT. This
6 will allow the SUBRECIPIENT to deliver food provisions to individuals in disadvantaged communities
7 within Fresno County who have been disproportionately impacted by the COVID-19 pandemic.
8 SUBRECIPIENT shall track the Program's progress and achievements in its quarterly and annual
9 reporting to the COUNTY through the course of the Program term, including any data to show
10 measurable accomplishments of the Program. SUBRECIPIENT shall submit written requests for the
11 payments of eligible necessary expenses in support of the Program. Payment requests for the COUNTY
12 to make such a payment shall be in accordance with the sample Payment Request Form, attached as
13 Exhibit B, and incorporated by this reference. Payment requests shall detail purchase orders, receipts,
14 and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be
15 incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

16 Following the Effective Date of this Agreement, SUBRECIPIENT may immediately make payment
17 requests to cover eligible expenditures in support of the Program. Payment requests from
18 SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the
19 SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be
20 performed or materials to be purchased with the amount of funding being requested from the COUNTY,
21 and that each payment request is in accordance with the Program, Table 1-1 of Exhibit B of this
22 Agreement. After appropriate review and inspection of the payment requests, the COUNTY shall make the
23 first payment available to SUBRECIPIENT. SUBRECIPIENT may submit subsequent payment requests to
24 the COUNTY every 60 days thereafter for eligible expenditures to be funded with the remaining balance of
25 the Program's budget, in accordance with this Agreement.

26 SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the
27 disbursement of funds to meet the Program needs. Upon receipt of purchase or work orders acceptable to
28 the COUNTY, COUNTY shall grant SLFRF to SUBRECIPIENT. SUBRECIPIENT is responsible for

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

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

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

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

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

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

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

28 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice

only, and must be accompanied by required documentation.

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

14. **INDEPENDENT CONTRACTOR**

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

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

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

15. **MODIFICATION**

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

16. **NON-ASSIGNMENT**

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

17. **HOLD HARMLESS**

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

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

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

18. **INSURANCE**

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

19. **RECORDKEEPING AND CONFIDENTIALITY**

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

14 20. **AUDITS AND INSPECTIONS:**

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

- 23 1) Whether the objectives of the Program are being achieved;
- 24 2) Where 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:

COUNTY

COUNTY OF FRESNO
ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93724

SUBRECIPIENT

Central Valley Food Bank
4010 E. Amendola Dr.
Fresno, CA 93725
Attn: Kym Dildine,
Co-Chief Executive Officer

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

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

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

24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS:** This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status to operate as a corporation. Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions that they are a party to while SUBRECIPIENT is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and

submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

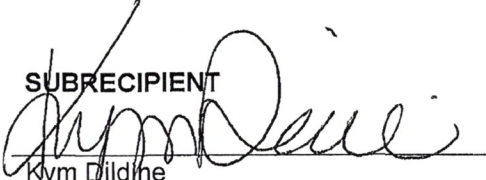
25. **ELECTRONIC SIGNATURES:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1)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

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

//


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

3
4 **SUBRECIPIENT**

5 
6 Kym Dildine
7 Co-Chief Executive Officer
Central California Food Bank


8 Mailing Address:
9 Central California Food Bank
4010 E. Amendola Dr.
10 Fresno, CA 93725

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

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

11
12
13
14
15
16 By: 
Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund: 0026

19 Subclass: 91021

20 ORG: 1033

21 Account: 7845
22
23
24
25
26
27
28

Exhibit A

Program Description

The SUBRECIPIENT is a nonprofit organization in operation since 1992, whose mission is to fight hunger by gathering and distributing food, engaging in partnerships that advance self-sufficiency, and providing community leadership on issues related to hunger. SUBRECIPIENT represents that it was organized to accomplish this mission by conducting programs that provide food pantries and agencies that organize resources for volume purchasing, warehousing, and for food product management capacity to deliver food and goods in an efficient and effective manner. SUBRECIPIENT plans to increase its capacity investments in rural Fresno County feeding programs by creating a Member Partner Truck Loan Pilot Program with the addition of a refrigerated Box Truck, and increase food storage and distribution capacity at rural Fresno County schools through its Rural School Pantry and Child Nutrition Initiatives programs by the acquisition of food storage and transportation equipment, which will include but not be limited to refrigeration and freezer equipment, pallet jacks, push carts, and rolling shelf racks, which will allow SUBRECIPIENT to administer food provisions to individuals in disadvantaged communities countywide. Under this Agreement, the COUNTY will provide SLFRF to SUBRECIPIENT for the implementation of the Program, consisting of expenditures listed on Table 1-1 for the purchase of the equipment needed to advance the programs for the benefit of the potential users of the program, and who have been disproportionately and negatively impacted by the COVID-19 pandemic.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 The amount of SLFRF to be granted by COUNTY to SUBRECIPIENT shall be two hundred two
4 thousand dollars (\$202,000), which will provide funding assistance to the SUBRECIPIENT for the
5 implementation of the Program. Following the Effective Date of this Agreement, SUBRECIPIENT may
6 make payment requests to cover eligible expenditures in support of the Program. Payment requests
7 from SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the
8 SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be
9 performed or materials to be purchased with the amount of funding being requested from the COUNTY,
10 and that said payment request is in accordance with the Program, Table 1-1 of Exhibit B of this
11 Agreement.

Table 1-1, Expenditure Plan

Proposed Expenditure Plan		
Central California Food Bank		
Table 1-1		
Line Item	Amount	Description
Refrigerated Box Truck	\$110,000.00	Includes but is not limited to Commercial Refrigerated Box Truck, taxes, registration, branding, other acquisition fees, etc.
Storage/Transport Equipment	\$ 92,000.00	Includes but is not limited to Fridge, Freezer, Dolly Cart, Pallet Jack, Push Carts, Rolling Shelf Racks, A-Frame Signage, taxes and shipping cost, etc.
Grand Total	\$202,000.00	

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
Payment:**

**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

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Unique Entity Identification (UEI):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 2 Negative Impacts	
Total Award: \$202,000	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Negative Economic Impacts, Assistance to Households				
2.1	Food Programs				
Total					

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
Describe program achievements and upcoming milestones:

AUTHORIZED SIGNATURE

Prepared by	Signature	Date
by	(Print name)	

1 **Exhibit D**

2 **Annual Performance Report**

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

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

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

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18 **Instructions:**

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

Self-Dealing Transaction Disclosure Form

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).

(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.

- 1 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 2 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest
- 3 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each
- 4 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the
- 5 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in
- 6 accordance with 2 C.F.R. § 200.112.
- 7 9. Compliance with Applicable Law and Regulations.
- 8 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted
- 9 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the
- 10 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,
- 11 and executive orders, and Subrecipient shall provide for such compliance by other parties in any
- 12 agreements it enters into with other parties relating to this award.
- 13 b) Federal regulations applicable to this award include, without limitation, the following:
- 14 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
- 15 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
- 16 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
- 17 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the
- 18 Single Audit Act, shall apply to this award.
- 19 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
- 20 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
- 21 by reference.
- 22 iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant
- 23 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
- 24 by reference.
- 25 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
- 26 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
- 27 condition in all lower tier covered transactions (contracts and subcontracts described in 2
- 28

- 1 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
2 implementing regulation at 31 C.F.R. Part 19.
- 3 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth
4 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 5 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 6 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 7 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42
8 ix. U.S.C. §§ 4601-4655) and implementing regulations.
- 9 x. Generally applicable federal environmental laws and regulations.
- 10 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
11 limitation, the following:
- 12 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's
13 implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
14 race, color, or national origin under programs or activities receiving federal financial
15 assistance;
- 16 ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
17 which prohibits discrimination in housing on the basis of race, color, religion, national origin,
18 sex, familial status, or disability;
- 19 iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
20 prohibits discrimination on the basis of disability under any program or activity receiving
21 federal financial assistance;
- 22 iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
23 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
24 the basis of age in programs or activities receiving federal financial assistance; and
- 25 v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
26 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
27 services provided or made available by state and local governments or instrumentalities or
28 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

1 or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any
2 actions available to it to collect such a debt.

3 15. Disclaimer.

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

11 16. Protections for Whistleblowers.

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

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

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

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

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26 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF
27 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
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1 As a condition of receipt of federal financial assistance from the Department of the Treasury, the
2 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal
3 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of
4 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,
5 and other arrangements with the intention of providing assistance. Federal financial assistance does not
6 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by
7 the Federal government at market value, or programs that provide direct benefits.

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

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

- 13
- 14 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
15 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
16 discrimination under programs and activities receiving federal financial assistance, of any person in
17 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as
18 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
19 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
20 memoranda, and/or guidance documents.
 - 21 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
22 with Limited English Proficiency," seeks to improve access to federally assisted programs and
23 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
24 Subrecipient understands that denying a person access to its programs, services, and activities
25 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
26 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
27 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
28 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.

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

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

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22 **Exhibit G**

23 **Insurance Requirements**

24 **1. Required Policies**

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

- 1 (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than
2 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
3 (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include
4 products, completed operations, property damage, bodily injury, personal injury, and advertising
5 injury. The SUBRECIPIENT shall obtain an endorsement to this policy naming the County of
6 Fresno, its officers, agents, employees, and volunteers, individually and collectively, as
7 additional insureds, but only insofar as the operations under this Agreement are concerned.
8 Such coverage for additional insureds will apply as primary insurance and any other insurance,
9 or self-insurance, maintained by the County is excess only and not contributing with insurance
10 provided under the SUBRECIPIENT's policy.
- 11 (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million
12 Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must
13 include any auto used in connection with this Agreement.
- 14 (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State
15 of California with statutory limits.
- 16 (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million
17 Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- 18 (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and
19 at any time during the term of this Agreement as requested by the County's Risk Manager or the
20 County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer
21 to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California
22 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person
23 identified to receive notices under this Agreement, certificates of insurance and endorsements
24 for all of the coverages required under this Agreement.
- 25 (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained
26 and is in full force; (2) the County, its officers, agents, employees, and volunteers are not
27 responsible for any premiums on the policy; and (3) the SUBRECIPIENT has waived its
28 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.

1 (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state
2 the retroactive date of the policy, which must be prior to the date on which services
3 began under this Agreement.

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

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

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

23 (E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its
24 officers, agents, employees, and volunteers any amounts paid under the policy of worker's
25 compensation insurance required by this Agreement. The SUBRECIPIENT is solely responsible
26 to obtain any policy endorsement that may be necessary to accomplish that waiver, but the
27 SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not the
28 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.