CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Habitat for Humanity Fresno Incorporated, a California nonprofit 501(c)(3) corporation whose address is 4991 E. McKinley Avenue, Fresno, CA 93727 ("SUBRECIPIENT").

W I T N E S S E T H:

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

WHEREAS, the Final Rule specified that while many households suffered negative economic outcomes as a result of the COVID-19 pandemic and economic recession, households with low incomes were impacted in disproportionate and exceptional ways, including reporting being housing insecure at rates more than twice as high as higher income households, and low-and moderate-income households reported housing quality hardship at rates statistically greater than the rate for higher income households; and

WHEREAS, under the Final Rule, the development of affordable housing to increase supply of affordable and high-quality living units supports durable and sustainable homeownership, and is responsive to the needs of individuals and households that were impacted by the COVID-19 pandemic; and

WHEREAS, the SUBRECIPIENT represents that it facilitates the construction of new affordable homes for families in need, for families that have the ability to pay a monthly affordable mortgage, and the willingness to invest volunteer hours of labor “sweat equity” into partnering with the SUBRECIPIENT to construct their future home; and

WHEREAS, the Final Rule recognizes categorical eligibility for impacted households, which include households that qualify for the Home Investment Partnerships (HOME) Program, which restricts eligibility to potential buyers whose income is at or below 80% of the Area Median Income (AMI) for Fresno County, as annually reported by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the SUBRECIPIENT targets, through its self-help model, rural families whose income falls within the 30th to 80th percentile of the AMI, as annually published by HUD; and

WHEREAS, the SUBRECIPIENT selects rural families that meet the eligibility of the HOME Program who, because of their income, are unable to afford the down-payment requirements that traditional mortgage lending companies require to purchase a home, including mortgage down-payment assistance; and

WHEREAS, the SUBRECIPIENT is facilitating the process to construct eight affordable homes, each home approximately 1,400 to 1,500 square-feet in size, in the Country Meadows subdivision, located near the intersection of Troutdale and Wilda Streets in Riverdale, a Disadvantaged Community located in a census tract that has a reported average median household income of $52,055; and

WHEREAS, SUBRECIPIENT represents that, due to the COVID-19 pandemic, lumber mills shut down, increasing the prices of lumber and decreasing the supply of lumber, labor costs increased, and many of SUBRECIPIENT’s funding streams were reallocated to pandemic relief; and

WHEREAS, SUBRECIPIENT represents that SLFRF provided under this Agreement will assist with unanticipated construction costs of $540,000, for the construction of the eight affordable homes, which costs include, but are not limited to: land grading and staking, rough plumbing, foundation, framing, and trusses to construct the eight affordable homes in Riverdale, as shown on Table 1-1 of Exhibit B; and

WHEREAS, based on SUBRECIPIENT's representations stated herein, COUNTY will grant SLFRF to SUBRECIPIENT to assist with unanticipated construction costs in the amount of $540,000, so that SUBRECIPIENT may increase the supply of affordable and high-quality living units in Riverdale with SUBRECIPIENT's project to construct eight affordable homes in the unincorporated community of Riverdale, to be made available to, and benefit, families who meet the income requirements of the HOME Program, who are each willing to contribute 500 hours of "sweat equity" to help build their own homes ("Program"); and

WHEREAS, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by investing in programs and services, which will provide affordable, high quality, permanent housing for, and benefit, impacted families in impacted communities in Fresno County; and

WHEREAS, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit organizations for Eligible Uses, including the development of affordable and high-quality housing for impacted families in impacted communities, for the purpose of meeting ARPA's goals; and

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

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. **<u>GENERAL OBLIGATIONS OF THE SUBRECIPIENT</u>**

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

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

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

D. SUBRECIPIENT represents that it intends to use these SLFRF to assist with unanticipated construction costs of $540,000, including but not limited to: land grading and staking, rough plumbing, foundation, framing, and trusses to construct the eight-affordable homes in the community of Riverdale.

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

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

G. Prevailing Wage.

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

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

c. COUNTY does not make any representation, or provide any guidance, to SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers (including their respective sub-contractors at any tier), that constitutes a "public work," or (ii) the sufficiency of the DIR's internet resource, above, for purposes of compliance with this Section 1.G. The provisions of this Section 1.G. shall survive the termination of this Agreement. COUNTY has not made any representation nor lack of representation with respect to this Agreement, or as to any matter described in this Section 1.G. to any contractors and/or suppliers (including their respective sub-contractors at any tier) or otherwise, retained or contracted with by SUBRECIPIENT, and no such person or entity may rely on any purported representation of the COUNTY with respect to this subject matter.

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

I. 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.

J. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five

(5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

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

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

2. **PROCUREMENT REQUIREMENTS**

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

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

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

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 as the COUNTY deems necessary 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 US.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 this Section 4 in all subcontracts to perform work under this Agreement.

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

5. **<u>CONFLICTS OF INTEREST; ETHICS</u>**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve 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 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate accounts that correspond to each such authorized use provided further that such separate accounts are subject to this Section 10.A., and are segregated and identified by a unique identifier. In no event shall any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee, or charge.

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

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

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

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

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

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

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

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

11. **TERM**

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

12. **TERMINATION**

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

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

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to the COUNTY;

4) Improperly performed service.

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

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

13. **GRANT FUNDING/COMPENSATION**

A. The parties understand that funding for this Agreement is SLFRF provided pursuant to ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an amount not to exceed five hundred forty thousand dollars ($540,000).

It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to SUBRECIPIENT for the Program shall not exceed five hundred forty thousand dollars ($540,000) for unanticipated construction costs for the construction of eight affordable homes in the community of Riverdale. SUBRECIPIENT shall submit written drawdown requests for the payment of eligible necessary expenses in support of the Program. Drawdown requests for the COUNTY to make such payments shall be in accordance with the sample Drawdown Request Form, attached as Exhibit B, and incorporated by this reference. Drawdowns requests shall include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

In the first thirty (30) days following the Effective Date of this Agreement, SUBRECIPIENT may make one (1) drawdown request to a maximum of one-half of the Program's total SLFRF grant, to cover eligible expenditures in support of the Program. The first drawdown request from SUBRECIPIENT to the COUNTY shall request payment for the amount of work scheduled to be performed or materials to be purchased in accordance with the Program and this Agreement. After appropriate review and inspection of the first drawdown request, the COUNTY shall make the first payment available to SUBRECIPIENT in a timely manner. After the first drawdown request, SUBRECIPIENT may make additional subsequent drawdown requests to the COUNTY on a quarterly basis (every 90 days) for eligible expenditures to be funded with the remaining balance of the Program's budget in accordance with this Agreement.

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

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

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

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

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

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

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.

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** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement.

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 claims or actions by any person or entity arising from any violation or alleged violation of Section 1.G, herein.

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

18. **INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate. SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the Labor Code.

Additional Requirements Relating to Insurance

SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker’s compensation insurance required by this

Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention: ARPA – SLFRF Coordinator, 2281 Tulare Street, Room 304, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

19. **<u>RECORDKEEPING AND CONFIDENTIALITY</u>**

A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT must maintain records and financial documents for five (5) years after all SLFRF have been expended or returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by

TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

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

20. **<u>AUDITS AND INSPECTIONS</u>**:

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

1) Whether the objectives of the Program are being achieved;

2) Where the Program is being operated in efficient and effective manner;

3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

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	SUBRECIPIENT
COUNTY OF FRESNO ARPA - SLFRF Coordinator 2281 Tulare Street, Room 304 Fresno, CA 93724	Habitat for Humanity Fresno Inc. 4991 E. McKinley Avenue Fresno, CA 93727 Attn: Ashley Hedemann, CEO Habitat for Humanity Fresno, Inc.

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.

//

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

SUBRECIPIENT

Steve Jones
Board Treasurer
Habitat for Humanity Fresno, Inc.

Ashley Hedemann,
Chief Executive Officer
Habitat for Humanity Fresno, Inc.

Mailing Address:
Habitat for Humanity Fresno, Inc.
4991 E. McKinley Avenue
Fresno, CA 93727

COUNTY OF FRESNO

Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

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

By: ______________________
Deputy

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

Exhibit A

Program Description

SUBRECIPIENT represents that it is facilitating the process to build eight-affordable homes, each approximately 1,400 to 1,500 square-feet in size, in the Country Meadows subdivision, located near the intersection of Troutdale and Wilda Streets in the community of Riverdale, a Disadvantaged Community located in a census tract that has a reported average median household income of $52,055.

SUBRECIPIENT targets, through its self-help program, rural families that meet the eligibility requirements of the Home Investment Partnerships Program (HOME), which restricts the eligibility of potential buyers to those who are at or below eighty percent (80%) of the AMI for Fresno County, as reported by HUD, and who have a willingness to invest volunteer hours of labor to construct their own future home. SUBRECIPIENT represents that SLFRF provided under this Agreement will assist with unanticipated construction costs of $540,000, which costs shall include, but are not limited to: land grading and staking, rough plumbing, foundation, framing, and trusses to construct the eight-affordable homes in Riverdale. Construction of the affordable homes will address the improve access to stable, affordable housing, including the supply of high-quality living units, and will increase long-term housing security and support durable and sustainable homeownership for impacted working families in the County.

Exhibit B

Subrecipient Expenditure Plan

SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible expenses to complete the Program. In the first thirty (30) days, SUBRECIPIENT may make written drawdown requests to a maximum of two hundred seventy thousand dollars ($270,000), equivalent to one-half of the Program's total budget ($540,000) to cover eligible expenditures in support of the Program. Drawdown requests shall be made on a quarterly basis (every 90 days) thereafter. Drawdown requests for the COUNTY to make a such payment shall be in accordance with the sample Drawdown Request Form, attached hereto as Exhibit B. SUBRECIPIENT may make drawdown requests, which shall include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred pursuant to Section 13(A) of this Agreement. Eligible expenditures under this Agreement include the costs listed on Table 1-1, below.

Table 1-1, Expenditure Plan

LINE ITEMS COVERED BY ARPA GRANT	PROJECTED PROJECT COSTS
Horizontal - Hard Costs	
Grading / Staking	$80,000*
Vertical - Direct Construction	
Rough Plumbing	$48,000*
Foundation	$103,128*
Framing	$136,000
Trusses	$144,000
Project Contingency Line Item	$28,872
Fresno County APRA Grant - Uses During Build	**$540,000**

** Line items to be disbursed the first 30 days* $231,128

Exhibit B (continued)

Drawdown Request Form

Date:

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

Subject: Drawdown Request for

Subrecipient Program Subrecipient Name

In accordance with the executed Agreement for the above-referenced Program, the [Subrecipient Name] is requesting drawdown payment of $ _________ in support of the Program.

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

Payee	**Invoice # / Contract #**	**Amount**

Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)

Exhibit C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Identifying and demographic information (DUNS):	**Agreement Number:**
Name of Entity:	**Program Name:**
Reporting Period Start Date:	**Reporting Period End Date:**
Expenditure Category: 2 Negative Economic Impacts	
Total Award: $540,000	**Remaining Balance:**

EXPENDITURES

Category		Cumulative Expenditures to date ($)	Cumulative Obligations to date ($)	Current Period Expenditures	Current Period Obligations
2	**Expenditure Category: Negative Economic Impacts**				
2.15	Long-term Housing Security: Affordable Housing				
TOTAL					

Describe program achievements and upcoming milestones:

PROJECT STATUS

Quarterly Status Report, select one.

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

AUTHORIZED SIGNATURE

Prepared by: (print name) _Date_

Exhibit D

Annual Performance Report

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

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

Annual Report	Period Covered	Due Date
1	Award – June 30, 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

Instructions:

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

Exhibit E

Self-Dealing Transaction Disclosure Form

Exhibit E

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

Exhibit E

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature			
Signature:		Date:	

Exhibit F

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

1. Use of Funds.

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

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

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

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

4. Maintenance of and Access to Records.

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

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

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

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

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

x. Generally applicable federal environmental laws and regulations.

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

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

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

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

iv. religion, national origin, sex, familial status, or disability;

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

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

vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions,

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

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

14. Debts Owed the Federal Government.

a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.

Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

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

16. Protections for Whistleblowers.

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

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

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

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

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

policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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