

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of August, 2023 (“Effective Date”), by and between the COUNTY OF FRESNO, a political subdivision of the state of California (“COUNTY”), and Fresno City Center Corporation, a 501(c)(3) California nonprofit corporation whose address is 263 “G” Street, Fresno, CA 93706 (“SUBRECIPIENT”).

Recitals

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, in the Final Rule, the Treasury has determined several enumerated uses for SLFRF are directly responsive to negative economic impacts experienced by impacted households, including programs or services that address housing insecurity, lack of affordable housing, or homelessness; and

WHEREAS, the Final Rule also enumerates emergency housing and transitional shelters as eligible uses of SLFRF, including programs that help individuals experiencing homelessness, either individual-level assistance such as rapid rehousing services, or assistance for groups of individuals, such as expanding available shelters, as these programs are responsive to the negative economic

1 impacts of the pandemic; and

2 WHEREAS, the SUBRECIPIENT represents that it is a nonprofit organization that works with the
3 most vulnerable populations, including those individuals and families experiencing homelessness, the
4 incarcerated, the drug-and-alcohol dependent, and those in need of emergency supportive services; and

5 WHEREAS, the SUBRECIPIENT represents that the City Center Program, as defined below, will
6 consist of the construction of a resource center that will benefit people facing life insecurity challenges
7 and housing insecurity that will centralize a shared campus bringing together approximately 20 different
8 non-profits, schools and ministries to help individuals and families experiencing crisis events. The City
9 Center campus will include a charter school for homeless and foster youth, a grocery store, daycare, a
10 medical clinic, mental health clinic, soccer park, dining facilities and more; and

11 WHEREAS, the SUBRECIPIENT represents that the City Center is designed to include a 4-story
12 residential structure that will provide 73-units as emergency and transitional housing for individuals and
13 their families, single women and vulnerable youth, where housing will be free and available for guests to
14 stay upwards of 12 months without hard time limits while the SUBRECIPIENT works with its guests to
15 secure more permanent housing options; and

16 WHEREAS, the SUBRECIPIENT represents that the City Center campus will provide guests and
17 clients access to social services, supportive resources such as job placement, mental health support,
18 medical health and wellness services, and education; and

19 WHEREAS, the SUBRECIPIENT represents except for federal SLFRF, the vast majority of
20 funding for the City Center campus is from private sources; and

21 WHEREAS, the SUBRECIPIENT represents that the planned emergency and transitional housing
22 consists of 73 units, and that each unit will range in size from 200 to 600 square-feet in size, will
23 accommodate individuals and families as large as 10, and will have an estimated housing occupancy
24 capacity ranging from 250 to 450 individuals, which may fluctuate depending on guests and quantity of
25 children and youth; and

26 WHEREAS, the SUBRECIPIENT represents that the planned City Center campus is located in
27 the City of Fresno, and identified in a Qualified Census Tract (06019005100) which reported Median
28 Household Income of \$39,444 for the area, according to the five-year reports prepared by the U.S.

1 Census, American Community Survey estimates for the five-years 2016 through 2020; and

2 WHEREAS, the SUBRECIPIENT represents that SLFRF provided under this Agreement will be
3 used specifically to provide partial assistance to fund the construction of emergency and transitional
4 housing within City Center (Program) that will be made available to individuals in need, and individuals and
5 families experiencing homelessness; and

6 WHEREAS, the provision of the SLFRF to SUBRECIPIENT under this Agreement is intended to
7 provide funding assistance to a nonprofit organization for the construction and development of the
8 Program which is planned to provide 73 emergency and transitional housing units, will help the
9 SUBRECIPIENT increase its sheltering capacity to continue serving the most vulnerable populations in
10 the COUNTY, including those individuals and families experiencing homelessness, the incarcerated, the
11 drug-and-alcohol dependent, and those in need of emergency supportive services, and will be responsive
12 to the negative social impacts exacerbated by the public health emergency; and

13 WHEREAS, the Final Rule provides under Section 602(c)(3) of the ARPA that the COUNTY may
14 transfer SLFRF to nonprofit organizations for Eligible Uses, for the purpose of meeting ARPA's goals;
15 and

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

19 WHEREAS, no funds received under this Agreement are intended for the hiring of any staffing or
20 paying for the operational overhead of any program or resources offered by the SUBRECIPIENT.

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

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

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

27 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
28 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and

1 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to
2 SUBRECIPIENT under this Agreement. All of the above recitals are incorporated herein and are a part
3 of this Agreement.

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

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

10 D. SUBRECIPIENT represents that it intends to use these SLFRF to fund the
11 construction, make structural improvements, and purchase materials needed for the development of 73
12 emergency and transitional housing units planned to be built at the City Center campus that will be made
13 available to individuals in need, and individuals and families experiencing homelessness.

14 E. During the Term of this Agreement, SUBRECIPIENT shall use the SLFRF to fund
15 the construction of the City Center campus and shall furnish to the COUNTY information described in
16 Exhibit A of this Agreement, which is incorporated by this reference.

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

1 Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(F).

2 G. Prevailing Wage.

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

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

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

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

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

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

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

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

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

10 L. 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,

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

4 **3. REPORTING REQUIREMENTS**

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

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

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

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

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

3 4. **NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 9. **PENALTIES**

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

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

13 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
14 refund SLFRF upon demand by COUNTY.

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

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

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

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

21 F. Withhold further SLFRF for the Program; and

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

23 10. **FINANCIAL MANAGEMENT**

24 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
25 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
26 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
27 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized
28 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 fresnocalo@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 funded under this
2 Agreement by budget line items, which shall be supported by adequate source documentation, including
3 payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents
4 evidencing in proper detail the nature and propriety of all costs. At any time during normal business
5 hours, SUBRECIPIENT's financial transactions with respect to the Program funded under this
6 Agreement may be audited by the COUNTY or independent auditors contracted by the COUNTY, or any
7 combination thereof. The representatives of the auditing agency or agencies shall have access to all
8 books, documents, accounts, records, reports, files, papers, things, property, contractors of program
9 services, and other persons pertaining to such financial transactions and necessary to facilitate the
10 audit.

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

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

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

19 11. **TERM**

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

1 12. **TERMINATION**

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

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

- 9 1) An illegal or improper use of funds;
10 2) A failure to comply with any term of this Agreement;
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 12. **GRANT FUNDING/COMPENSATION**

24 A. The parties understand that funding for this Agreement is SLFRF provided
25 pursuant to ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees
26 to provide to SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to
27 exceed Two Million Four Hundred Twenty-Nine Thousand One Hundred Eighty-Six Dollars
28 (\$2,429,186).

1 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY
2 to SUBRECIPIENT for the Program shall not exceed Two Million Four Hundred Twenty-Nine Thousand,
3 One Hundred Eighty-Six Dollars (\$2,429,186). SUBRECIPIENT shall submit written drawdown requests
4 for the payment of eligible necessary expenses in support of the Program. Drawdown requests for the
5 COUNTY to make such payments shall be in accordance with the sample Drawdown Request Form,
6 attached as Exhibit B and incorporated by this reference. Drawdown requests shall include copies of
7 purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses
8 incurred or anticipated to be incurred in support of the Program for eligible items listed in Table 1-1 of
9 Exhibit B of this Agreement.

10 SUBRECIPIENT shall track the status of the capital expenditures necessary in support of the
11 Program, including providing the COUNTY timeline updates, notifications on completed milestones, and
12 updates on the SUBRECIPIENT's anticipated move-in dates and official opening dates in its quarterly
13 and annual reporting to the COUNTY through the course of this Agreement's term, including any
14 aggregate information to show measurable accomplishments of the Program.

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

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

1 compensation.

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

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

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

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

11 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice
12 only and must be accompanied by required documentation.

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

22 13. **INDEPENDENT CONTRACTOR**

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

1 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
2 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

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

12 14. **MODIFICATION**

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

15 15. **NON-ASSIGNMENT**

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

18 16. **HOLD HARMLESS**

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

28 SUBRECIPIENT shall indemnify COUNTY against any and all costs, claims, penalties,

1 damages, or actions arising from this Agreement or made by any person or entity arising from any
2 violation or alleged violation of Section 1.G, herein. Such indemnification shall not be limited to the term
3 of this Agreement.

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

5 17. **INSURANCE**

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

7 18. **RECORDKEEPING AND CONFIDENTIALITY**

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

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

21 20. **AUDITS AND INSPECTIONS**

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

1 reviewing entity deems to be appropriate in order to determine:

- 2 1) Whether the objectives of the Program are being achieved;
- 3 2) Where the Program is being operated in an efficient and effective manner;
- 4 3) Whether management control systems and internal procedures have been
- 5 established to meet the objectives of the Program;
- 6 4) Whether the financial operations of the Program are being conducted properly;
- 7 5) Whether the periodic reports to the COUNTY contain accurate and reliable
- 8 information;
- 9 6) Whether all of the activities of the Program are conducted in compliance with
- 10 the provisions of state and federal laws and regulations and this Agreement; and
- 11 7) Whether all activities associated with the Program are in compliance with the
- 12 Interim Final Rule and Final Rule for the SLFRF, the Compliance Guidance, and any subsequent
- 13 guidance issued by TREASURY.

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

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

24 21. **NOTICES**

25 The persons and their addresses having authority to give and receive notices under this
26 Agreement include the following:

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1 COUNTY
2 COUNTY OF FRESNO
3 ARPA - SLFRF Coordinator
4 2281 Tulare Street, Room 304
5 Fresno, CA 93724

SUBRECIPIENT
 Fresno City Center, Inc.
 263 G Street
 Fresno, CA 93706
 Attn: Matthew Dildine, CEO

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

21 22. **GOVERNING LAW**

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

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

26 23. **ADVICE OF ATTORNEY**

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

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

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

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

13 25. **ELECTRONIC SIGNATURES**

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

1 26. **ENTIRE AGREEMENT**

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

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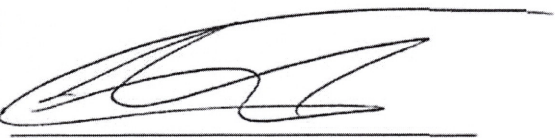
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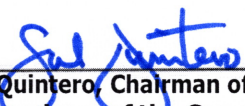
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SUBRECIPIENT
FRESNO CITY CENTER, INC.

COUNTY OF FRESNO



Matthew Dildine
Chief Executive Officer



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

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

By: 
Deputy

Mailing Address:
263 G Street
Fresno, CA 93706
Matthew Dildine, Chief Executive
Officer Phone No: (559) 293-4531

FOR ACCOUNTING USE ONLY:
Fund: 0026
Subclass: 91021
ORG No.: 1033
Account No.: 7845

1 **Exhibit A**

2 **Program Description**

3 SUBRECIPIENT represents that it is presently constructing a 4-story residential structure that will
4 provide emergency and transitional housing to families, single women, and vulnerable youth. The 73 units
5 of emergency housing will range in size from 200 square feet to over 600 square feet for families as large
6 as 10 people in size. Due to the possible number of children in a family, the capacity ranges from 250-450
7 individuals. The building will consist of 44,000 square feet and will be located at City Center at 2025 E.
8 Dakota Avenue in the City of Fresno. The City Center site is identified in a Qualified Census Tract
9 (06019005100) which reported Median Household Income of \$39,444 for the area, according to the five-
10 year reports prepared by the U.S. Census, American Community Survey estimates for the five-years
11 2016 through 2020. The Program, which constitutes an emergency housing structure will be free for
12 individuals in need, and guests can stay upwards of 12 months while the SUBRECIPIENT walks with them
13 through the process to secure a more permanent option of housing. The City Center campus will also
14 consist of common areas, such as the lobby and community living room. The structure will include ample
15 office space for staff, as well as tenant amenities, including laundry room, indoor playground, counseling
16 rooms, community kitchen, and security. The exterior of the building will include a playground, community
17 green space, and newly landscaped area. All guests will also have access to the services of 20 different
18 non-profits located at City Center. Some of those services include job placement, mental health, meals,
19 education, medical, and financial literacy assistance.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 Funding provided by SLFRF through County of Fresno will provide \$2,429,186 in funding
4 assistance to fund the construction, structural improvements, and the purchase of materials for the 73
5 emergency and transitional housing units planned to be built at the City Center campus. The
6 SUBRECIPIENT represents that the total cost to complete the project is estimated to be \$9,824,777.00.

7 Upon receiving approval from COUNTY, SUBRECIPIENT shall submit written drawdown
8 requests to the COUNTY for the payment of eligible necessary expenses in support of the Program.
9 Drawdown requests for the COUNTY to make such payments shall be in accordance with the sample
10 Drawdown Request Form, attached as Exhibit B and incorporated by this reference. Drawdown requests
11 shall include copies of purchase orders, receipts, and reimbursement requests, detailing items
12 purchased, and expenses incurred or anticipated to be incurred in support of the Program for eligible
13 items listed in Table 1-1 of Exhibit B of this Agreement. SUBRECIPIENT will deposit SLFRF funds into a
14 dedicated SLFRF account, which shall be distinct and separate from any and all other accounts or funds
15 of the SUBRECIPIENT. On a monthly basis, SUBRECIPIENT will provide its progress payment
16 schedule from the SLFRF account reflecting work that has been performed, expenses incurred, and
17 progress payments made in support of the Program.

1 **Exhibit B (continued)**

2 **ARPA-SLFRF Payment Request Form**

3 Date:

4 County of Fresno
5 ARPA-SLFRF Coordinator
6 2281 Tulare St, Rm 304
7 Fresno, CA 93721

8 Agreement No: ##-###
9 Program: Title of Program
10 Subrecipient Name
11 Subrecipient Remittance Address
12 Subrecipient Remittance Address City, CA Zip Code
13 UEI: Unique Entity ID #

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

<u>Line Item</u>	<u>Payee/Vendor</u>	<u>Invoice/Reference #</u>	<u>Amount</u>
			\$0.00
			0
Total:			

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

20 Sincerely,

21 Name, Authorized Signee and Title
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Exhibit B (continued)

Table 1-1

	DESCRIPTION	ESTIMATE AMOUNT	LINE ITEM NARRATIVE
1	Demolition / Grading / Building Concrete / Gypcrete	\$438,944	This line item is anticipated to fund costs related to demolition, concrete, repairs, or improvements. Generally, this line item will fund material, supplies, labor, and related expenses.
2	Storm Water Pollution Prevention Plan & Erosion Control Allowance	\$15,000	This line item is anticipated to fund costs associated with site requirements, creating, maintaining, and/or implementing the Storm Water Pollution Prevention Plan and Erosion Control Allowance.
3	City Center Complex, Structure Expenses	\$6,414,472	This line item is anticipated to fund a broad range of material, supplies, equipment, and labor in support of the new City Center Complex. This line item may include but is not limited to: Structural, Carpentry, Steel/Iron, Doors, Siding, Flooring, Plumbing, for interior or exterior use. Generally, this item will support the development of the City Center.
4	Heating Ventilation and Air Conditioning Equipment and Supplies	\$1,306,941	This line item is anticipated to fund a broad range of material, supplies, equipment, and labor related to the City Center's HVAC system.
5	Electrical	\$1,649,420	This line item is anticipated to fund a broad range of material, supplies, equipment, and labor related to the City Center's Electrical System and Supporting uses.
	Total Estimated Cost	\$9,824,777	

Exhibit C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Unique Entity ID (SAM.gov):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 2. Negative Economic Impacts	
Total Award: \$2,429,186	Remaining Balance:

EXPENDITURES				
Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Assistance to Households			
2.15	Affordable Housing			
TOTAL				

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

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

PROJECT STATUS

AUTHORIZED SIGNATURE

Prepared by _____ *Signature* _____ *Date*

Prepared by _____ (Print name)

1 **Exhibit D**

2 **Annual Performance Report**

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

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

12

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

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18 **Instructions:**

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

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

- 11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
12 (2) Enter the board member's company/agency name and address.
13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County.

14 At a minimum, include a description of the following:

- 15 a. The name of the agency/company with which the corporation has the transaction; and
16 b. The nature of the material financial interest in the Corporation's transaction that the board
17 member has.

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

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

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(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:	
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1 **Exhibit F**

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

4 1. Use of Funds.

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

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

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

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

17 4. Maintenance of and Access to Records.

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

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

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

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

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

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

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

9 9. Compliance with Applicable Law and Regulations.

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

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

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

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

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

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

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

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

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

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

9 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§
10 4601-4655) and implementing regulations.

11 ix. Generally applicable federal environmental laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

21 14. Debts Owed the Federal Government.

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

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

4 15. Disclaimer.

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

12 16. Protections for Whistleblowers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **Exhibit G**

2 **Insurance Requirements**

3 **1. Required Policies**

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

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

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

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

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

24 **2. Additional Requirements**

25 (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and
26 at any time during the term of this Agreement as requested by the County's Risk Manager or the
27 County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer
28 to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California
93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person
identified to receive notices under this Agreement, certificates of insurance and endorsements
for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained
and is in full force; (2) the County, its officers, agents, employees, and volunteers are not
responsible for any premiums on the policy; and (3) the SUBRECIPIENT has waived its
right to recover from the County, its officers, agents, employees, and volunteers any
amounts paid under any insurance policy required by this Agreement and that waiver
does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an
endorsement, that the County of Fresno, its officers, agents, employees, and volunteers,

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

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

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

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

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

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

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

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