

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

**SUBRECIPIENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 24th day of October, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Valley Center for the Blind, a California nonprofit 501(c)(3) corporation whose address is 3417 West Shaw Avenue, Fresno, CA 93711 ("SUBRECIPIENT").

**WITNESSETH:**

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

**WHEREAS**, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the 2021 Interim Final Rule and the 2022 Final Rule as follows (each an "Eligible Use," collectively "Eligible Uses"):

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

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

**WHEREAS**, the SUBRECIPIENT represents that it is a nonprofit public benefit corporation established in 1973 whose specific purpose is to assist blind and visually impaired individuals in experiencing more independent and opportunity-filled lives. The SUBRECIPIENT serves the blind and visually impaired according to its mission, which provides support, rehabilitation services, and outreach efforts to employ people who are blind and visually impaired so they can achieve their goals regardless of their disability and overcome obstacles to secure personal mobility and autonomy in the community; and

**WHEREAS**, the SUBRECIPIENT represents that individuals who are blind or have vision

1 impairments are an impacted class, and experienced disproportionate negative impacts due to the  
2 pandemic. In particular, individuals who are blind or have visual impairments and who relied on others for  
3 transportation (public transportation, taxis, carpool service, or shared-drivers) to conduct their daily activities  
4 were impacted due to required closures to comply with the emergency public health orders to contain the  
5 spread of COVID-19, including but not limited to decreased in-person interactions, appointment  
6 cancellations, and reduced resources and services available to assist individuals with disabilities; and

7 **WHEREAS**, the SUBRECIPIENT represents that during the course of the pandemic, not only were  
8 transportation services limited due to the public health emergency, but public transportation in general was  
9 considered unsafe for highly and medically vulnerable individuals due to the risk of potential exposure  
10 and/or becoming infected by the virus, which contributed to an even deeper inequity for individuals with  
11 disabilities; and

12 **WHEREAS**, the SUBRECIPIENT represents that by using an existing Fresno County Disability  
13 Equity Project (DEP) resource line through a partnership agreement with Fresno County's Department of  
14 Public Health, which supports a number of disability disparities including blindness and assisting those with  
15 vision impairments, it can provide access to transportation services, which may help overcome social  
16 disparities that create significant barriers to independence, wellness and health, and employment  
17 opportunities; and

18 **WHEREAS**, the SUBRECIPIENT represents that funding provided under this Agreement will  
19 increase service capacity in the DEP program, and will address social disparity by assisting individuals with  
20 disabilities who need transportation services for work, job training, along with other needs. The  
21 SUBRECIPIENT represents that the DEP program serves individuals with disabilities; specifically, it helps  
22 promote social equity within underserved communities, which the Treasury recognizes that individuals with  
23 disabilities are twice as likely to be from underserved communities, and individuals with disabilities are three  
24 times as likely to live in under resourced and in high poverty areas; and

25 **WHEREAS**, the 2022 Final Rule recognizes assistance to individuals who want or are available  
26 to work, including job training, public jobs programs and fairs, and transportation to and from a jobsite or  
27 interview is an eligible use of SLFRF, and is responsive to the public health emergency or the negative  
28 economic impacts of the pandemic; and

1           **WHEREAS**, the 2022 Final Rule provides recipients with broad flexibility to identify a  
2 “disproportionately impacted class” for the purpose of using ARPA to address negative impacts of the  
3 public health emergency, including to address pre-existing disparities that were exacerbated by the  
4 pandemic for populations, households, or impacted communities. The COUNTY recognizes that  
5 persons with disabilities, including but not limited to blindness and vision impairments, were and  
6 continue to be disproportionately impacted by the pandemic; and

7           **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to  
8 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by  
9 providing funding assistance so that the SUBRECIPIENT may increase the service capacity to the DEP  
10 program, which will benefit individuals with disabilities including people who are blind or those with  
11 vision impairments with access to a more effective and reliable means of transportation designed to help  
12 them attend medical appointments, social services, promote mental health and wellness, take part in  
13 work and job opportunities, and will address the specific challenges in transportation faced by the blind  
14 and those with low visibility in the County (“Program”); and

15           **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit  
16 organizations for Eligible Uses, including providing funds for administration costs and capital expenditures  
17 to implement a transportation assistance program that benefits neighborhoods and communities and a  
18 disproportionately impacted class that has experienced barriers during the COVID-19 pandemic, for the  
19 purpose of meeting ARPA’s goals; and

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

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

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

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

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

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

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

11           D.       SUBRECIPIENT represents that it intends to use SLFRF to increase capacity  
12 service levels to meet the community’s demand in the SUBRECIPIENT’s provision of services which  
13 helps individuals with disabilities, blind, and vision impairments through its Program, consisting of  
14 personnel salaries and benefits, community education and outreach, ride costs and associated indirect  
15 costs expenditures for the term of the Program that falls with the ARPA guidelines, as shown on Table  
16 1-1 of Exhibit B, attached and incorporated by this reference.

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

20           F.       Compliance. SUBRECIPIENT is obligated by this Agreement and is responsible  
21 to ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the  
22 County of Fresno, and laws of the State of California, and all laws of the federal government. This  
23 includes, but is not limited to, compliance with all requirements set forth in the Uniform Administrative  
24 Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the  
25 TREASURY’s Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds  
26 (“Compliance Guidance”), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local  
27 Fiscal Recovery Funds Interim Final Rule (“Interim Final Rule”) (for expenditures before April 1, 2022)  
28 and Final Rule (“Final Rule”) (for expenditures on April 1, 2022, or later), and any subsequent updates,

1 including TREASURY's Frequently Asked Questions. The award terms and conditions required by the  
2 TREASURY are set forth in Exhibit F, which is attached and incorporated by this reference, as provided  
3 by the TREASURY. Notwithstanding anything provided in Section 8 of this Agreement, or in this  
4 Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(F).

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

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

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

1 J. None of the personnel employed in the administration of the Program shall be in  
2 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title  
3 5, U.S. Code, as applicable.

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

6 2. **PROCUREMENT REQUIREMENTS**

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

9 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority  
10 businesses, women's business enterprises, and labor surplus area firms are used, when possible, when  
11 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §  
12 200.321.

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

16 3. **REPORTING REQUIREMENTS**

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

27 1) January 1 – March 31, due by April 15

28 2) April 1 – June 30, due by July 15

1 3) July 1 – September 30, due by October 15

2 4) October 1 – December 31, due by January 15

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

8 C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty  
9 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and  
10 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to  
11 facilitate closeout of the Program and ensure that the COUNTY’s obligations and requirements under  
12 the SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to  
13 SUBRECIPIENT written acceptance of the Final Program Report.

14 4. **NONDISCRIMINATION**

15 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,  
16 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not  
17 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any  
18 employee, applicant for employment or person receiving services under this Agreement because of race,  
19 religious creed, color, national origin, ancestry, physical or mental disability including perception of  
20 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,  
21 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military  
22 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors  
23 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination  
24 and equal opportunity, including, without limitation, the COUNTY’s non-discrimination policy; Title VI of the  
25 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY’s implementing regulations at  
26 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under  
27 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil  
28 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis

1 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act  
2 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at  
3 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving  
4 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42  
5 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,  
6 activities, and services provided or made available by state and local governments or instrumentalities or  
7 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);  
8 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as  
9 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of  
10 Federal Regulations.

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

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

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

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

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



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

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

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

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

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

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

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

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

25 A. SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference  
26 materials, and telephone service necessary for SUBRECIPIENT to provide the services and operate the  
27 Program identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay  
28 SUBRECIPIENT for any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such

1 items. Responsibility for the costs and expenses incurred by SUBRECIPIENT in providing and maintaining  
2 such items is the sole responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall  
3 comply with the Uniform Cost Administrative Principles, and Audit Requirements for Federal Awards.

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

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

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

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

19 9. **PENALTIES**

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

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

28 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall

1 refund SLFRF upon demand by COUNTY.

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

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

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

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

8 F. Withhold further SLFRF for the Program; and

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

10 10. **FINANCIAL MANAGEMENT**

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

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

25 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement  
26 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute  
27 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the  
28

1 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to  
2 the COUNTY.

3 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most  
4 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than  
5 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it  
6 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial  
7 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial  
8 accountability submissions shall be provided to County of Fresno, County Administrative Office at 2281  
9 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address  
10 [fresnocao@fresnocountyca.gov](mailto:fresnocao@fresnocountyca.gov).

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

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

26 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and  
27 records, including invoices, payroll registers, time records, contracts, and accounting documents  
28

1 concerning matters that are reasonably related to the Program shall be provided upon request to the  
2 COUNTY.

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

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

7 11. **TERM**

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

17 12. **TERMINATION**

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

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

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

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

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

11 13. **GRANT FUNDING/COMPENSATION**

12 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to  
13 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant  
14 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an  
15 amount not to exceed fifty thousand dollars (\$50,000).

16 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to  
17 SUBRECIPIENT for the Program shall not exceed fifty thousand dollars (\$50,000), which will provide  
18 funding assistance to increase capacity service levels to meet the community's demand in the  
19 SUBRECIPIENT's provision of transportation which helps individuals with disabilities, blindness, and vision  
20 impairments through its Program. The provision of SLFRF for the program will fund personnel salaries and  
21 benefits, community outreach and education expenditures, the provision of ride costs, and associated  
22 indirect costs for the term of the Program that falls within the ARPA Guidelines. SUBRECIPIENT shall  
23 track and report the number of individuals assisted through its transportation program.

24 SUBRECIPIENT shall submit written drawdown requests for the payment of eligible necessary  
25 expenses in support of the Program. Drawdown requests for the COUNTY to make a such payment shall  
26 be in accordance with the sample Drawdown Request Form, attached as Exhibit B, and incorporated by  
27 this reference. Drawdown requests shall detail purchase orders, receipts, and reimbursement requests,  
28 detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program

1 for items listed in Table 1-1 of Exhibit B of this Agreement.

2 In the first thirty (30) days following the Effective Date of this Agreement, SUBRECIPIENT may  
3 make one (1) drawdown request to a maximum of ten thousand dollars (\$10,000), equivalent to twenty  
4 percent (20%) of the Program's total budgeted amount (\$50,000), to cover eligible anticipated  
5 expenditures in support of the Program. The first drawdown request from SUBRECIPIENT to the  
6 COUNTY shall also be accompanied by a written certification from the SUBRECIPIENT that the drawdown  
7 request for payment is consistent with the amount of work scheduled to be performed or materials to be  
8 purchased with the amount of funding being requested from the COUNTY, and that said drawdown  
9 request is in accordance with the Program, Table 1-1 of Exhibit B of this Agreement. After appropriate  
10 review and inspection of the first drawdown request, the COUNTY shall make the first payment available  
11 to SUBRECIPIENT in a timely manner. After the first drawdown request, SUBRECIPIENT may make  
12 additional subsequent drawdown requests to the COUNTY every 60 days for eligible expenditures to be  
13 funded with the remaining balance of the Program's budget, in accordance with this Agreement.

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

21 B. SUBRECIPIENT shall submit documentation to the County of Fresno, County  
22 Administrative Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail  
23 address [ARPA@fresnocountyca.gov](mailto:ARPA@fresnocountyca.gov). Payment by County shall generally be in arrears for services  
24 provided during the preceding period of time, within forty-five (45) days from date of receipt, pending  
25 verification and approval of SUBRECIPIENT's invoice and supporting documentation by COUNTY.  
26 Requests for advancement of funds for anticipated eligible expenditures shall also be accompanied by a  
27 written certification from the SUBRECIPIENT consistent with the amount of work scheduled to be  
28 performed or materials to be purchased with the amount of funding being requested from the COUNTY,

1 and that the payment request is in accordance with the Program, Table 1-1 of Exhibit B of this Agreement.  
2 After appropriate review and inspection of the payment request for advanced funding, the COUNTY shall  
3 make the payment available to SUBRECIPIENT in a timely manner, less any amounts outstanding for  
4 which prior advanced funds have not been fully expended or accounted with supporting documentation. If  
5 SUBRECIPIENT fails to comply with any provision of this Agreement, COUNTY shall be relieved of its  
6 obligations for further compensation.

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

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

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

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

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

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

26 14. **INDEPENDENT CONTRACTOR**

27 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this  
28 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the



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

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

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

16 15. **MODIFICATION**

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

24 16. **NON-ASSIGNMENT**

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

27 17. **HOLD HARMLESS**

28 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend

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

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

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

12         18.     **INSURANCE**

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

14         19.     **RECORDKEEPING AND CONFIDENTIALITY**

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

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

28         20.     **AUDITS AND INSPECTIONS:**

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

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

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

1 to promptly reimburse the COUNTY for such payments upon request.

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

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

8		
9	<u>COUNTY</u>	<u>SUBRECIPIENT</u>
10	COUNTY OF FRESNO	Valley Center for the Blind
11	ARPA - SLFRF Coordinator	3417 W. Shaw Avenue
12	2281 Tulare Street, Room 304	Fresno, CA 93711
	Fresno, CA 93721	Attn: Shellena Heber, Executive Director

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

28 22. **GOVERNING LAW**

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

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

5 **23. ADVICE OF ATTORNEY**

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

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

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

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

20 **25. ELECTRONIC SIGNATURES**

21 The parties agree that this Agreement may be executed by electronic signature as provided in  
22 this section. An "electronic signature" means any symbol or process intended by an individual signing  
23 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed  
24 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for  
25 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to  
26 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing  
27 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or  
28 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of

1 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
3 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken  
4 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
5 through (5), and agrees that each other party may rely upon that representation. This Agreement is not  
6 conditioned upon the parties conducting the transactions under it by electronic means and either party  
7 may sign this Agreement with an original handwritten signature.

8           26.       **ENTIRE AGREEMENT:**

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

16 //

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

3 **SUBRECIPIENT**

4 Shellena J. Heber  
5 Shellena Heber,  
6 Executive Director  
7 Valley Center for the Blind

**COUNTY OF FRESNO**

8 Sal Quintero  
9 Sal Quintero, Chairman of the Board of  
10 Supervisors of the County of Fresno

11 Mailing Address:  
12 Valley Center for the Blind  
13 3417 W. Shaw Avenue,  
14 Fresno, CA 93711

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

18 By: Alexander Vician  
19 Deputy

20 FOR ACCOUNTING USE ONLY:  
21 Fund: 0026  
22 Subclass: 91021  
23 ORG: 1033  
24 Account: 7845

1 **Exhibit A**

2 **Program Description**

3 SUBRECIPIENT's mission is to provide support, rehabilitation services and conduct outreach to  
4 employ people who are blind and visually impaired so they can achieve their goals regardless of their  
5 disability, through proper instruction and support. The SUBRECIPIENT represents that it administers the  
6 Fresno County Disability Equity Project (DEP) which supports several disability disparities including  
7 blindness and assisting those with vision impairments, and provides access to transportation services,  
8 which may help overcome social disparities that create significant barriers to independence, wellness and  
9 health, and employment opportunities. The SUBRECIPIENT represents that during the pandemic, not only  
10 were transportation services limited due to the public health emergency, but public transportation in general  
11 was considered unsafe for highly and medically vulnerable individuals to utilize due to the risk of potential  
12 exposure and/or getting infected by the virus, which contributed to an even deeper inequity for individuals  
13 with disabilities.

14 The provision of SLFRF to SUBRECIPIENT under this Agreement is intended to support a  
15 strong and equitable recovery from the COVID-19 pandemic and economic downturn by providing  
16 funding assistance so that the SUBRECIPIENT may increase the service capacity to the DEP program,  
17 which will benefit individuals with disabilities including people that are blind or those with vision  
18 impairments with access to a more effective and reliable means of transportation designed to help them  
19 attend medical appointments, social services, promote mental health and wellness, work and job  
20 opportunities, and to address the specific challenges in transportation faced by the blind and those with  
21 low visibility in the County. The SUBRECIPIENT shall track and report the number of individuals  
22 assisted through its transportation program. The provision of SLFRF to SUBRECIPIENT under this  
23 Agreement will fund personnel salaries and benefits, community outreach and education expenditures,  
24 the provision of ride costs and associated indirect costs for expenditures claimed prior to December 31,  
25 2026..



1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible  
4 expenses to complete the Program. In the first thirty (30) days following the Effective Date of this  
5 Agreement, SUBRECIPIENT may make one (1) drawdown request to a maximum of ten thousand  
6 dollars (\$10,000), equivalent to twenty percent (20%) of the Program's total budgeted amount (\$50,000),  
7 to cover anticipated eligible expenditures in support of the Program. The first drawdown request from  
8 SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the  
9 SUBRECIPIENT that the drawdown request for payment is consistent with the amount of work  
10 scheduled to be performed or materials to be purchased with the amount of funding being requested  
11 from the COUNTY. Drawdowns requests shall detail purchase orders, receipts, and reimbursement  
12 requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of  
13 the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

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Table 1-1, Expenditure Plan

Expenditure Plan, Table 1-1			
Valley Center for the Blind			
Line Item	Budget	Description	
<b>Personnel</b>			
Director of Workforce Development	\$ 2,655.00	Manages the department for this project, including oversight of quality assurance, etc. Budget includes but is not limited to Salary/wages, Payroll taxes/FICA/etc., insurance (Health, Dental, vision), Medicare, unemployment, etc.	
Community Health Manager	\$ 6,490.00	Manager to supervise the project, handle reporting requirements, scheduling, etc. Budget includes but is not limited to Salary/wages, Payroll taxes/FICA/etc., insurance (Health, Dental, vision), Medicare, unemployment, etc.	
Community Education and Outreach Assistant	\$ 5,310.00	Directly engages community to educate about rides available. Budget includes but is not limited to Salary/wages, Payroll taxes/FICA/etc., insurance (Health, Dental, vision), Medicare, unemployment, etc.	
Total Personnel		\$ 14,455.00	
<b>Operating Costs</b>			
Community Education and Outreach	\$ 12,000.00	Any Outreach and Education materials needed to inform Fresno County residents about the Disability Equity Phone Line and the rides available.	
Rides	\$ 19,000.00	Funds used for booking rides for residents with disabilities.	
Total Operating Costs		\$ 31,000.00	
Total Direct Costs		\$ 45,455.00	
Indirect Costs		10% \$ 4,545.00	10.0% of direct expenses (Indirect expenses include accounting, administrative oversight, etc.)
<b>TOTAL Costs (Direct and Indirect)</b>		<b>\$ 50,000.00</b>	

1 **Exhibit B (continued)**

2 **Drawdown Request Form**

3 Date:

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

8 **Subject: Drawdown Request for**

\_\_\_\_\_ **Subrecipient Program**

\_\_\_\_\_ **Subrecipient Name**

9 In accordance with the executed Agreement for the above-referenced Program, the  
10 [SUBRECIPIENT NAME] is requesting drawdown payment of \$ \_\_\_\_\_ in support of the  
11 Program.

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

17 **Payee**

**Invoice # / Contract #**

**Amount**

18  
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22 Sincerely,

23  
24 [Subrecipient Officer]

25 [Subrecipient Name]

26 Enclosure(s)

**Exhibit C**

**PROGRAM**

<b>Unique Entity Identifier (UEI):</b>	<b>Agreement Number:</b>
<b>Name of Entity:</b>	<b>Program Name:</b>
<b>Reporting Period State Date:</b>	<b>Reporting Period End Date:</b>
<b>Expenditure Category: 1.14 Other Public Health Services</b>	
<b>Total Award: \$50,000</b>	<b>Remaining Balance:</b>

**EXPENDITURES**

<b>Category</b>	<b>Cumulative Expenditures to date (\$)</b>	<b>Cumulative Obligations to date (\$)</b>	<b>Current Period Expenditures</b>	<b>Current Period Obligations</b>
1.14 Assistance to an impacted class				
<b>TOTAL</b>				

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

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

**PROJECT STATUS**

**AUTHORIZED SIGNATURE**

Prepared by \_\_\_\_\_ *Signature* \_\_\_\_\_ *Date*

(Print name).

1 **Exhibit D**

2 **Annual Performance Report**

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

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

12

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

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17 **Instructions:**

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

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

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

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

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

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

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

19  
20 4. Maintenance of and Access to Records.

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

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

4  
5 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct  
6 and indirect costs as specified in the Scope of Work.

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

9  
10 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest  
11 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each  
12 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the  
13 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in  
14 accordance with 2 C.F.R. § 200.112.

15  
16 9. Compliance with Applicable Law and Regulations.

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

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

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

- 1           ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant  
2           to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated  
3           by reference.
- 4           iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant  
5           to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated  
6           by reference.
- 7           iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension  
8           (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or  
9           condition in all lower tier covered transactions (contracts and subcontracts described in 2  
10          C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's  
11          implementing regulation at 31 C.F.R. Part 19.
- 12          v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth  
13          in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 14          vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 15          vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 16          viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42  
17          ix. U.S.C. §§ 4601-4655) and implementing regulations.
- 18          x. Generally applicable federal environmental laws and regulations.
- 19      c) Statutes and regulations prohibiting discrimination applicable to this award include, without  
20      limitation, the following:
- 21            i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's  
22            ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of  
23            race, color, or national origin under programs or activities receiving federal financial  
24            assistance;
- 25            iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),  
26            which prohibits discrimination in housing on the basis of race, color,  
27            iv. religion, national origin, sex, familial status, or disability;
- 28

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

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

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

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

1  
2 13. Publications. Any publications produced with funds from this award must display the following  
3 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP  
4 3678 awarded to County of Fresno by the U.S. Department of the Treasury."  
5

6 14. Debts Owed the Federal Government.

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

18 15. Disclaimer.

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

26 16. Protections for Whistleblowers.

- 27 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise  
28 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities

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

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

- 7 i. A member of Congress or a representative of a committee of Congress;
- 8 ii. An Inspector General;
- 9 iii. The Government Accountability Office;
- 10 iv. A Treasury employee responsible for contract or grant oversight or management;
- 11 v. An authorized official of the Department of Justice or other law enforcement agency;
- 12 vi. A court or grand jury; or
- 13 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who  
14 has the responsibility to investigate, discover, or address misconduct.

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

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

22  
23 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,  
24 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce  
25 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies  
26 to decrease accidents caused by distracted drivers.

1                   ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

1 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,  
2 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's  
3 directives, to ensure that LEP persons have meaningful access to its programs, services, and  
4 activities. Subrecipient understands and agrees that meaningful access may entail providing  
5 language assistance services, including oral interpretation and written translation where necessary,  
6 to ensure effective communication in the Subrecipient's programs, services, and activities.

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

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

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

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



1                    *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*  
2                    *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*  
3                    *contract or agreement.*

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

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

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

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1 **Exhibit G**

2  
3 **Insurance Requirements**

4 **1. Required Policies**

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

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

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

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

23 (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars  
24 (\$1,000,000) per occurrence for bodily injury and for disease.

25 (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million  
26 Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000).  
27 If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which  
28 services began under this Agreement; (2) the SUBRECIPIENT shall maintain the policy and provide

1 to the County annual evidence of insurance for not less than five years after completion of services  
2 under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with  
3 another claims-made policy with a retroactive date prior to the date on which services begin under  
4 this Agreement, then the SUBRECIPIENT shall purchase extended reporting coverage on its  
5 claims-made policy for a minimum of five years after completion of services under this Agreement.

## 6 **2. Additional Requirements**

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

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

20 (ii) The commercial general liability insurance certificate must also state, and include an  
21 endorsement, that the County of Fresno, its officers, agents, employees, and volunteers,  
22 individually and collectively, are additional insureds insofar as the operations under this  
23 Agreement are concerned. The commercial general liability insurance certificate must also  
24 state that the coverage shall apply as primary insurance and any other insurance, or self-  
25 insurance, maintained by the County shall be excess only and not contributing with  
26 insurance provided under the SUBRECIPIENT's policy.

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

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

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

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

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

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

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

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

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