

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 Self-Help Enterprises, a California nonprofit 501(c)(3) corporation, with a principal office located at 8445 W. Elwin Court, Visalia, Ca 93291 (“SUBRECIPIENT”).

WITNESSETH:

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

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

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

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

WHEREAS, the SUBRECIPIENT is a nonprofit organization that helps improve the living conditions of low-income individuals in the San Joaquin Valley by constructing affordable housing, preserving affordable housing stock, assisting communities to meet basic infrastructure needs, encouraging individuals from underserved areas to participate in service delivery and decision-making, and developing skills for self-sufficiency by providing technical assistance with the goal to improve communities around emergency preparedness and leadership development; and

WHEREAS, the SUBRECIPIENT represents that it has helped thousands of residents throughout

1 the San Joaquin Valley, including rural communities in the counties of Fresno, Kern, Kings, Madera,
2 Mariposa, Merced, San Joaquin, Stanislaus, and Tulare to build and sustain healthy homes and
3 communities; and

4 **WHEREAS**, the SUBRECIPIENT represents that it plans to construct the Guardian Village project,
5 a 48-unit affordable housing complex that will offer one, two, and three-bedroom units and will include an
6 on-site community center and recreational open space in the City of Reedley. The Guardian Village project
7 will be built at 601 East 11th Street in Reedley; and

8 **WHEREAS**, the SUBRECIPIENT represents that the Guardian Village's community center is
9 planned to provide residents with free access to after-school programs for children in the community,
10 curriculum that focuses on Science, Technology, Engineering, and Mathematics (STEM) for children and
11 youth, access to a computer lab and classes, training and assistance, provide financial and budgeting
12 classes for adults, outdoor recreation areas, as well as various wellness activities and health screenings
13 that will benefit individuals who have been impacted or disproportionately impacted by the COVID-19
14 pandemic or experienced negative economic impacts from the public health emergency; and

15 **WHEREAS**, the Final Rule observes that the COVID-19 pandemic disproportionately negatively
16 impacted individuals in many households and in rural communities who were already experiencing
17 inequality related to race, gender, age, or income before the pandemic; and

18 **WHEREAS**, the SUBRECIPIENT targets rural families whose income fall within the 60th percentile
19 of the Area Median Income (AMI), as annually published by the State of California Department of Housing
20 and Community Development (HUD), State Income Limit Reports; and

21 **WHEREAS**, the SUBRECIPIENT represents that the Guardian Village project is located in a
22 disadvantaged community with an average median household income of \$47,083, and a poverty level of
23 25.8 percent according to the US Census, American Community Survey 5-year Estimates for years 2017-
24 2021 (census tract 0601900006606); and

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

1 of SLFRF; and

2 **WHEREAS**, the Final Rule has designated investments to disproportionately impacted
3 communities to improve health outcomes and public safety, such as parks, recreation facilities, and
4 programs that increase healthier living environments, as an eligible use of SLFRF; and

5 **WHEREAS**, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
6 fund the purchase of a play structure, bicycle racks, and recreation equipment (foosball table) for the
7 community center that will provide outdoor recreational space, promote community wellness, and
8 provide for a healthier living environment that will benefit the residents of the Guardian Village project and
9 neighboring areas who have been disproportionately impacted by the COVID-19 pandemic (Program);
10 and

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

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

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

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

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

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

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

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

7 D. SUBRECIPIENT represents that the Program will fund the purchase of a play
8 structure, bicycle racks, and recreation equipment (foosball table) for the community center that will
9 provide outdoor recreational space, promote community wellness, and provide for a healthier living
10 environment that will benefit the residents of the Guardian Village project and neighboring areas who have
11 been disproportionately negatively impacted by the COVID-19 pandemic.

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

15 F. Equipment. Any purchase of equipment with SLFRF must be used for the
16 originally authorized purpose, consistent with regulations found in the Uniform Guidance, 2 CFR Part
17 200, Subpart D, (200.313 Equipment), as follows:

- 18 a. *Title*. Subject to the requirements and conditions set forth in this section, title
19 to equipment acquired under a Federal award will vest upon acquisition in the
20 non-Federal entity subject to the following conditions:
- 21 i. Use the equipment for the authorized purposes of the project during the
22 period of performance, or until the property is no longer needed for the
23 purposes of the project.
 - 24 ii. Not encumber the property without approval of the Federal awarding
25 agency or pass-through entity.
 - 26 iii. Use and dispose of the property in accordance with paragraphs (b), (c),
27 and (e) of this section.
- 28

1 b. *General.* Non-Federal entities must follow paragraphs (c) through (e) of this
2 section.

3 c. *Use.*

4 i. Equipment must be used by the non-Federal entity in the program or
5 project for which it was acquired as long as needed, whether or not the
6 project or program continues to be supported by the Federal award, and
7 the non-Federal entity must not encumber the property without prior
8 approval of the Federal awarding agency. The Federal awarding agency
9 may require the submission of the applicable common form for
10 equipment. When no longer needed for the original program or project,
11 the equipment may be used in other activities supported by the Federal
12 awarding agency, in the following order of priority:

- 13 1. Activities under a Federal award from the Federal awarding
14 agency which funded the original program or project, then
- 15 2. Activities under Federal awards from other Federal awarding
16 agencies. This includes consolidated equipment for information
17 technology systems.

18 ii. During the time that equipment is used on the project or program for
19 which it was acquired, the non-Federal entity must also make equipment
20 available for use on other projects or programs currently or previously
21 supported by the Federal Government, provided that such use will not
22 interfere with the work on the projects or program for which it was
23 originally acquired. First preference for other use must be given to other
24 programs or projects supported by Federal awarding agency that
25 financed the equipment and second preference must be given to
26 programs or projects under Federal awards from other Federal awarding
27 agencies. Use for non-federally funded programs or projects is also
28 permissible. User fees should be considered if appropriate.

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

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

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

14 i. Property records must be maintained that include a description of the
15 property, a serial number or other identification number, the source of
16 funding for the property (including the FAIN), who holds title, the
17 acquisition date, and cost of the property, percentage of Federal
18 participation in the project costs for the Federal award under which the
19 property was acquired, the location, use and condition of the property,
20 and any ultimate disposition data including the date of disposal and sale
21 price of the property.

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

24 iii. A control system must be developed to ensure adequate safeguards to
25 prevent loss, damage, or theft of the property. Any loss, damage, or theft
26 must be investigated.

27 iv. Adequate maintenance procedures must be developed to keep the
28 property in good condition.

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

4 e. *Disposition*. When original or replacement equipment acquired under a
5 Federal award is no longer needed for the original project or program or for
6 other activities currently or previously supported by a Federal awarding
7 agency, except as otherwise provided in Federal statutes, regulations, or
8 Federal awarding agency disposition instructions, the non-Federal entity must
9 request disposition instructions from the Federal awarding agency if required
10 by the terms and conditions of the Federal award. Disposition of the
11 equipment will be made as follows, in accordance with Federal awarding
12 agency disposition instructions:

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

16 ii. Except as provided in CFR §200.312(b), or if the Federal awarding
17 agency fails to provide requested disposition instructions within 120
18 days, items of equipment with a current per-unit fair market value in
19 excess of \$5,000 may be retained by the non-Federal entity or sold. The
20 Federal awarding agency is entitled to an amount calculated by
21 multiplying the current market value or proceeds from sale by the
22 Federal awarding agency's percentage of participation in the cost of the
23 original purchase. If the equipment is sold, the Federal awarding agency
24 may permit the non-Federal entity to deduct and retain from the Federal
25 share \$500 or ten percent of the proceeds, whichever is less, for its
26 selling and handling expenses.

27 iii. The non-Federal entity may transfer title to the property to the Federal
28 Government or to an eligible third party provided that, in such cases, the

1 non-Federal entity must be entitled to compensation for its attributable
2 percentage of the current fair market value of the property.

3 iv. In cases where a non-Federal entity fails to take appropriate disposition
4 actions, the Federal awarding agency may direct the non-Federal entity
5 to take disposition actions.

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

19 H. Prevailing Wage.

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

1 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of
2 this Section 1(G) into such agreements.

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

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

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

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

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

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

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

25 L. None of the personnel employed in the administration of the Program shall be in
26 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
27 5, U.S. Code, as applicable.

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

3 2. **PROCUREMENT REQUIREMENTS**

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

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

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

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

19 E. All contracts made by SUBRECIPIENT in excess of \$100,000 with respect to water,
20 sewer, or broadband infrastructure projects that involve employment of mechanics or laborers must include
21 a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40
22 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

23 3. **REPORTING REQUIREMENTS**

24 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to
25 COUNTY designated contact, as designated by COUNTY's County Administrative Officer in writing at
26 the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this
27 Agreement as provided by this Section 3.A. The reports shall contain, but are not limited to, the
28 information described in Exhibit B and C, which is attached and incorporated by this reference, and must

1 include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report comply
2 with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth
3 by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen
4 (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the
5 first quarter ending after the Effective Date:

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

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

15 C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty
16 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and
17 expenses incurred by SUBRECIPIENT, and any other information that presents how SLFRF helped
18 SUBRECIPIENT implement the Program in an effective, efficient, and equitable manner to facilitate
19 closeout of the Program and ensure that the COUNTY’s obligations and requirements under the SLFRF
20 Program are met. The Final Program Report is not complete until COUNTY has delivered to
21 SUBRECIPIENT written acceptance of the Final Program Report.

22 4. **NONDISCRIMINATION**

23 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
24 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not
25 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
26 employee, applicant for employment or person receiving services under this Agreement because of race,
27 religious creed, color, national origin, ancestry, physical or mental disability including perception of
28 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,

1 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
2 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
3 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination
4 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the
5 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at
6 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under
7 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil
8 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis
9 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act
10 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at
11 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving
12 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
13 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
14 activities, and services provided or made available by state and local governments or instrumentalities or
15 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
16 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
17 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
18 Federal Regulations.

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

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

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

25 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest
26 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each
27 activity funded under this award. Subrecipient must disclose in writing to the TREASURY and to COUNTY
28 any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR § 200.12. Further,

1 no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any gifts, service, favor,
2 employment, engagement, remuneration, or economic opportunity which would tend to improperly to
3 influence a reasonable person in that position to depart from the faithful and impartial discharge of the
4 duties of that position.

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

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

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

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

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

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

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

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

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

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

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

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

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

23 9. **PENALTIES**

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

27 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.
28 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY

1 may impose additional conditions, as described in 2 CFR § 200.208. If the COUNTY determines that
2 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more
3 of the following actions, as appropriate in the circumstances:

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

14 10. **FINANCIAL MANAGEMENT**

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

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

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

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

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

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

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

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

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

9 11. **TERM**

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

19 12. **TERMINATION**

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

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

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement following notice and a

1 reasonable period to cure;

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

3 4) Improperly performed service.

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

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

14 13. **GRANT FUNDING/COMPENSATION**

15 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
16 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to provide to
17 SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to exceed a total
18 of two hundred ten thousand dollars (\$210,000).

19 The funding provided in this Agreement will provide funding assistance to the SUBRECIPIENT for
20 the implementation of the Program, consisting of expenditures listed on Table 1-1 for the purchase of a
21 play structure, bicycle racks, and recreation equipment (foosball table) for the community center. This
22 will provide recreational space, promote community wellness, and provide for a healthier living
23 environment that will benefit the residents of the Guardian Village project and neighboring areas who have
24 been disproportionately impacted by the COVID-19 pandemic. SUBRECIPIENT shall track the
25 Program's progress and achievements in its quarterly and annual reporting to the COUNTY through the
26 course of the Program term, including any data to show measurable accomplishments of the Program.
27 SUBRECIPIENT shall submit written requests for the payments of eligible necessary expenses in
28 support of the Program. Payment requests for the COUNTY to make a such payment shall be in

1 accordance with the sample Payment Request Form, attached as Exhibit B, and incorporated by this
2 reference. Payment requests shall detail purchase orders, receipts, and reimbursement requests,
3 detailing items purchased, and expenses incurred or anticipated to be incurred in support of the
4 Program for items listed in Table 1-1 of Exhibit B of this Agreement.

5 Following the Effective Date of this Agreement, SUBRECIPIENT may immediately make a first
6 payment request to cover eligible expenditures in support of the Program. Payment requests from
7 SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the
8 SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be
9 performed or materials to be purchased with the amount of funding being requested from the COUNTY,
10 and that each payment request is in accordance with the Program, Table 1-1 of Exhibit B of this
11 Agreement. After appropriate review and inspection of the payment requests, the COUNTY shall make the
12 first payment available to SUBRECIPIENT. SUBRECIPIENT may submit subsequent payment requests to
13 the COUNTY every 60 days thereafter for eligible expenditures to be funded with the remaining balance of
14 the Program's budget, in accordance with this Agreement.

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

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

28 B. To ensure compliance with Federal and State regulations, COUNTY may require

1 additional supporting documentation or clarification of claimed expenses as follows:

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

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

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

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

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

19 14. **INDEPENDENT CONTRACTOR**

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

28 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

9 15. **MODIFICATION**: Any matters of this Agreement may be modified from time to time by the
10 written consent of all the parties, in any way, affecting the remainder.

11 16. **NON-ASSIGNMENT**: Neither party shall assign, transfer, or sub-contract this Agreement,
12 nor their rights or duties under this Agreement without the prior written consent of the other party.

13 17. **HOLD HARMLESS**

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

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

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

28 18. **INSURANCE**

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

2 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

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

16 20. **AUDITS AND INSPECTIONS:**

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

- 25 1) Whether the objectives of the Program are being achieved;
- 26 2) Where the Program is being operated in an efficient and effective
27 manner;
- 28 3) Whether management control systems and internal procedures have

1 been established to meet the objectives of the Program;

2 4) Whether the financial operations of the Program are being conducted
3 properly;

4 5) Whether the periodic reports to the COUNTY contain accurate and
5 reliable information;

6 6) Whether all of the activities of the Program are conducted in compliance
7 with the provisions of state and federal laws and regulations and this
8 Agreement; and

9 7) Whether all activities associated with the Program are in compliance with
10 the Interim Final Rule and Final Rule for the SLFRF, the Compliance
11 Guidance, and any subsequent guidance issued by TREASURY.

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

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

22 21. **NOTICES**

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

25 COUNTY
26 COUNTY OF FRESNO
27 ARPA - SLFRF Coordinator
28 2281 Tulare Street, Room 304
 Fresno, CA 93724

SUBRECIPIENT
 Self Help Enterprises
 8445 W. Elwin Ct.
 Visalia, CA 93291
 Attn: Betsy McGovern-Garcia,
 Director of Real Estate Development

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

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

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

23 24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS:** This provision is only applicable if
24 the SUBRECIPIENT is operating as a corporation (a for-profit or non-profit corporation) or if during the
25 term of the agreement, the SUBRECIPIENT changes its status to operate as a corporation. Members of
26 the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions that they are a
27 party to while SUBRECIPIENT is providing goods or performing services under this agreement. A self-
28 dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party and in which one or

1 more of its directors has a material financial interest. Members of the Board of Directors shall disclose
2 any self-dealing transactions that they are a party to by completing and signing a Self-Dealing
3 Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and
4 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately
5 thereafter.


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

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

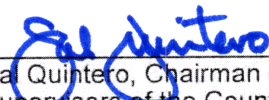
28 //

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

3
4 **SUBRECIPIENT**

5 
6 _____
7 Thomas J. Colishaw, President/CEO
8 of Self-Help Enterprises

COUNTY OF FRESNO

9 
10 _____
11 Sal Quintero, Chairman of the Board of
12 Supervisors of the County of Fresno

13
14 Mailing Address:
15 Self Help Enterprises
16 8445 W. Elowin Court
17 Visalia, CA 93291

18 **ATTEST:**
19 Bernice E. Seidel
20 Clerk of the Board of Supervisors
21 County of Fresno, State of California

22
23
24
25
26
27
28
By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0026

Subclass: 91021

ORG: 1033

Account: 7845

1 **Exhibit A**

2 **Program Description**

3 The Subrecipient is a nonprofit organization that helps improve the living conditions of low-income
4 individuals in the San Joaquin Valley by constructing affordable housing, preserving affordable housing
5 stock, assisting communities to meet basic infrastructure needs, and encouraging individuals from
6 underserved areas to participate in service delivery and decision-making, and develop skills for self-
7 sufficiency by providing technical assistance with the goal to improve communities around emergency
8 preparedness and leadership development. The Subrecipient plans to construct the Guardian Village
9 project, a 48-unit affordable housing complex that will offer one, two, and three-bedroom units and will
10 include an on-site community center and recreational open space in the City of Reedley. The Guardian
11 Village project will be built at 601 East 11th Street in Reedley. The Guardian Village's community center is
12 planned to provide future residents with free access to after-school programs, curriculum that focuses on
13 Science, Technology, Engineering, and Mathematics (STEM) for children and youth, access to a computer
14 lab and classes, provide financial and budgeting classes for adults, outdoor recreation areas, as well as
15 various wellness activities that will benefit individuals who have been impacted or disproportionately
16 impacted by the COVID-19 pandemic or experienced negative economic impacts from the public health
17 emergency. The Guardian Village project is located in a disadvantaged community with an average median
18 household income of \$47,083, and a poverty level of 25.8 percent according to the US Census, American
19 Community Survey 5-year Estimates for years 2017-2021 (census tract 0601900006606).

20 Under this Agreement, the COUNTY will provide SLFRF to SUBRECIPIENT for the implementation
21 of the Program, consisting of expenditures listed on Table 1-1 for the purchase of a play structure,
22 bicycle racks, and recreation equipment (foosball table) for the community center that will provide
23 recreational space, promote community wellness, and provide for a healthier living environment that will
24 benefit the residents of the Guardian Village project and neighboring areas who have been
25 disproportionately impacted by the COVID-19 pandemic.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 The amount of SLFRF to be granted by COUNTY to SUBRECIPIENT shall be two hundred ten
4 thousand dollars (\$210,000), which will provide funding assistance to the SUBRECIPIENT for the
5 implementation of the Program. Following the Effective Date of this Agreement, SUBRECIPIENT may
6 make payment requests to cover eligible expenditures in support of the Program. Payment requests
7 from SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the
8 SUBRECIPIENT that the request for payment is consistent with the amount of work scheduled to be
9 performed or materials to be purchased with the amount of funding being requested from the COUNTY,
10 and that said payment request is in accordance with the Program, Table 1-1 of Exhibit B of this
11 Agreement.

12
13
14 **Table 1-1, Expenditure Plan**

15

Expense	Budget
Play Structure, Foosball Table, Bike Racks and Benches	\$210,000

16
17
18
19
20
21
22
23
24
25
26
27
28

1 **Exhibit B (continued) - Payment Request Form**

2 Date:

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

7 **Subject: Payment Request for
8 Payment:**

9 **Subrecipient
10 Program**

11 **Subrecipient Name**

12 In accordance with the executed Agreement for the above-referenced Program, the
13 [SUBRECIPIENT NAME] is requesting payment of \$ _____ in support of the Program.

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

19 **Payee**

20 **Invoice # / Contract #**

21 **Amount**

22 Sincerely,

23 [Subrecipient Officer]

24 [Subrecipient Name]

25 Enclosure(s)

Exhibit C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Unique Entity Identification (UEI):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 2 Negative Impacts	
Total Award: \$210,000	Remaining Balance:

EXPENDITURES					
	Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Negative Economic Impacts				
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety				
	Total				

Quarterly Status Report, select one:

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

PROJECT STATUS
Describe program achievements and upcoming milestones:

AUTHORIZED SIGNATURE

Prepared by _____ *Signature* _____ *Date*

by _____ (Print name)

1 **Exhibit D**

2 **Annual Performance Report**

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

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

12

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

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18 **Instructions:**

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

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

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

1 **Exhibit F**

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

4 1. Use of Funds.

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

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

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

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

17 4. Maintenance of and Access to Records.

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

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

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

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

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

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

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

9 9. Compliance with Applicable Law and Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

10 x. Generally applicable federal environmental laws and regulations.

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

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

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

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

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

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

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

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

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

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

21 14. Debts Owed the Federal Government.

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

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

4 15. Disclaimer.

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

12 16. Protections for Whistleblowers.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **Exhibit G**

2 **Insurance Requirements**

3 **1. Required Policies**

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

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

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

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

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

24 **2. Additional Requirements**

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

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

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

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

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

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

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

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

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

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

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

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