

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

THIS AGREEMENT (“Agreement”) is made and entered into this 28th day of March, 2023 (“Effective Date”), by and between the COUNTY OF FRESNO, a political subdivision of the state of California (“COUNTY”), and Caruthers Community Services District, a special district in the County of Fresno formed under Division 3 of Title 6 of the California Government Code, with an office located at 13617 South Raider Avenue, Caruthers, CA 93609 (“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 Treasury interprets “necessary” investment in infrastructure in the Final Rule to mean: 1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which for some eligible project categories may include a reasonable projection of increased need, whether due to the population growth or otherwise and, 2) a cost-effective means for meeting that need, taking into account available alternatives; and

WHEREAS, the SUBRECIPIENT provides water and sewer treatment services in the Community of Caruthers, a Disadvantaged Community of approximately 2,245 residents, located in a census tract with a

1 reported median household income of \$53,801 (census tract 06019007500); and

2 **WHEREAS**, during the course of the COVID-19 pandemic, California's severe drought has
3 disproportionately impacted San Joaquin Valley's rural communities, in particular rural public water
4 systems that solely rely on groundwater pumping to serve their residents; and

5 **WHEREAS**, the Final Rule has designated necessary investment in water infrastructure to be one
6 that meets the eligibility requirements of the Drinking Water State Revolving Fund (DWSRF), as
7 implemented by the Environmental Protection Agency (EPA), including the DWSRF eligible project
8 category of storage; and

9 **WHEREAS**, the SUBRECIPIENT represents that a new water storage tank is necessary for the
10 SUBRECIPIENT to comply with California Waterworks Standards for small water systems, will address flow
11 and pressure deficiencies in the west side of the SUBRECIPIENT's distribution system, and will improve
12 water delivery during peak demand; and

13 **WHEREAS**, the residents and members of Caruthers, which is the unincorporated community
14 served by SUBRECIPIENT, were disproportionately impacted by the COVID-19 pandemic; and

15 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement will fund the design,
16 environmental documents, bidding process, construction review and administration, funding administration,
17 and construction of a water storage tank, booster pumps, and pipeline, electrical and control facilities, and
18 associated site improvements on the west side of the Community of Caruthers; and

19 **WHEREAS**, the SUBRECIPIENT represents that it recently purchased property on the west side of
20 Caruthers, near the intersection of Seaman Avenue and Caruthers Avenue, where a new 500,000 gallon
21 water storage tank is proposed to be installed to address its distribution system's flow and water pressure
22 deficiencies, to receive and provide potable water storage for the Community of Caruthers, and to provide
23 water resiliency to meet short term demands when system wells are not in service; and

24 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
25 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by making
26 necessary investments in water infrastructure that support impacted and disadvantaged communities and
27 also improve the community's resiliency to the effects of climate change, including drought; and

28 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to special

1 districts (special-purpose unit of local government) for Eligible Uses, for the purpose of meeting ARPA's
2 goals; and

3 **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is
4 eligible under the DWSRF under the category of storage, which is an Eligible Use of SLFRF under the
5 ARPA, in reliance on information provided by SUBRECIPIENT; and

6 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
7 COUNTY may provide SLFRF to the SUBRECIPIENT as reimbursement for appropriate and qualifying
8 expenditures, including an Eligible Use of SLFRF, as permitted under the Interim Final Rule and Final
9 Rule.

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

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

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

17 B. SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are
18 a subaward of SLFRF up to the amount stated herein to carry out the Program.

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

23 D. SUBRECIPIENT will use these SLFRF to fund the design, environmental
24 documents, bidding process, construction review and administration, funding administration, and
25 construction of a water storage tank, booster pumps and pipeline, electrical and control facilities, and
26 associated site improvements on the west side of the Community of Caruthers to provide the entire service
27 area with potable water.

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

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

17 G. Prevailing Wage.

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

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

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

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

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

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

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

15 K. None of the personnel employed in the administration of the Program shall be in
16 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
17 5, U.S. Code, as applicable.

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

20 2. **PROCUREMENT REQUIREMENTS**

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

23 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
24 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
25 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
26 200.321.

27 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a
28 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

1 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

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

12 3. **REPORTING REQUIREMENTS**

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

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

27 B. **Annual Performance Report:** Within fifteen (15) days after each June 30,
28 SUBRECIPIENT shall submit one "Annual Performance Report" to the COUNTY, covering all

1 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The
2 report shall contain, but not be limited to, the information contained in Exhibit D, which is attached and
3 incorporated by this reference.

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

10 4. **NONDISCRIMINATION**

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

1 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
2 activities, and services provided or made available by state and local governments or instrumentalities or
3 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
4 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
5 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
6 Federal Regulations.

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

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

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

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

21 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use their position
22 to secure or grant any unwarranted privilege, preference, exemption, or advantage for themselves, any
23 member of their household, any business entity in which they have a financial interest, or any other person.

24 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an
25 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any
26 private business in which they have a financial interest.

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

1 E. No officer, agent, consultant, employee, or elected or appointed official of the
2 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
3 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for themselves, or
4 for those whom they have family or business ties, during their tenure, or for one year thereafter, for any of
5 the work to be performed pursuant to the Program.

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

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

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

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

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

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

1 8. **SUBRECIPIENT’S ACKNOWLEDGEMENT OF COUNTY’S REPORTING TO TREASURY**

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

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

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

16 9. **PENALTIES**

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

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

25 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
26 refund SLFRF upon demand by COUNTY.

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

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

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

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

5 F. Withhold further SLFRF for the Program; and

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

7 10. **FINANCIAL MANAGEMENT**

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

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

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

27 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
28 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than

1 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
2 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
3 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
4 accountability submissions shall be provided to County of Fresno, County Administrative Office located
5 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
6 fresnoca@fresnocountyca.gov.

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

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

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

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

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

2 11. **TERM**

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

12 12. **TERMINATION**

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

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

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

24 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
25 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall
26 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
27 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
28 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of

1 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
2 shall promptly refund any such SLFRF upon demand.

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

6 13. **GRANT FUNDING/COMPENSATION**

7 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
8 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to grant
9 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such grants, up to the total SLFRF grant, in an
10 amount not to exceed three million, one hundred-thirty thousand, one hundred dollars (\$3,130,100).

11 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to
12 SUBRECIPIENT for the Program shall not exceed three million, one hundred-thirty thousand, one hundred
13 dollars (\$3,130,100) to construct a new water storage tank, booster pumps, necessary electrical facilities
14 and site work for a complete and operational system, as well as a pipeline connecting to the existing water
15 distribution system, which is intended to respond to the drinking water needs of the community, to maintain
16 adequate service levels, and to improve drinking water resiliency in the Disadvantaged Community of
17 Caruthers, which is an eligible use under the Final Rule. Drawdown requests for the COUNTY to make a
18 payment shall be in accordance with the sample Drawdown Request Form, attached as Exhibit B, and
19 incorporated by this reference. Drawdowns for the payment of eligible necessary expenses shall include
20 copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and
21 expenses incurred or anticipated to be incurred in support of the Program for eligible items listed in Table
22 1-1 of Exhibit B of this Agreement.

23 In the first thirty (30) days following the Effective Date of this Agreement, SUBRECIPIENT may
24 make one (1) drawdown request to a maximum of \$313,010 equivalent to ten percent (10%) of the
25 Program's total budgeted amount (\$3,130,100) to cover eligible expenditures in support of the Program.
26 The first drawdown request from SUBRECIPIENT to the COUNTY shall also be accompanied by a written
27 certification from the SUBRECIPIENT that the drawdown request for payment is consistent with the
28 amount of work scheduled to be performed with the amount of funding being requested from the

1 COUNTY, and that the drawdown request is in accordance with the Program detailed in Table 1-1 of
2 Exhibit B of this Agreement. After appropriate review and inspection of the first drawdown request, the
3 COUNTY shall make the first payment available to SUBRECIPIENT in a timely manner. After the first
4 drawdown request, SUBRECIPIENT may make additional subsequent drawdown requests to the
5 COUNTY on a quarterly basis (every 90 days) for eligible expenditures to be funded with the remaining
6 balance of the Program's budget in accordance with this Agreement.

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

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

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

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

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

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

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

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

11 14. **INDEPENDENT CONTRACTOR**

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

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

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

1 15. **MODIFICATION**

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

4 16. **NON-ASSIGNMENT**

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

7 17. **HOLD HARMLESS**

8 SUBRECIPIENT shall indemnify and hold harmless and defend the COUNTY (including its
9 officers, agents, employees, and volunteers) against all claims, demands, juries, damages, costs,
10 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the COUNTY,
11 the SUBRECIPIENT, or any third party that arise from or relate to the performance or failure to perform
12 by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or employees under this
13 Agreement. The COUNTY may conduct or participate in its own defense without affecting the
14 SUBRECIPIENT's obligation to indemnify and hold harmless or defend the COUNTY.

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

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

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

23 18. **INSURANCE**

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

25 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

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

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

11 20. **AUDITS AND INSPECTIONS:**

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

- 20 1) Whether the objectives of the Program are being achieved;
- 21 2) Where the Program is being operated in an efficient and effective
22 manner;
- 23 3) Whether management control systems and internal procedures have
24 been established to meet the objectives of the Program;
- 25 4) Whether the financial operations of the Program are being conducted
26 properly;
- 27 5) Whether the periodic reports to the COUNTY contain accurate and
28 reliable information;

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

10 22. **GOVERNING LAW**

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

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

15 23. **ADVICE OF ATTORNEY**

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

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

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

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

1 immediately thereafter.

2 25. **ELECTRONIC SIGNATURES**

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

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

25 ///

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

3
4 **SUBRECIPIENT**

5 
6 David McIntyre, District Manager
7 Caruthers Community Services
8 District

9 Mailing Address:
10 P.O. Box 218
11 Caruthers, CA 93609

COUNTY OF FRESNO

12 
13 Sal Quintero, Chairman of the Board of
14 Supervisors of the County of Fresno

ATTEST:

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

18
19
20 By: 
21 Deputy

22 **FOR ACCOUNTING USE ONLY:**

23 Fund: 0026

24 Subclass: 91021

25 ORG: 1033

26 Account: 7845
27
28

1 **EXHIBIT A**

2 **Program Description**

3 SUBRECIPIENT provides domestic water supply and sewer treatment services in the Community
4 of Caruthers, a Disadvantaged Community of approximately, 2,245 residents, located in a census tract
5 with a reported median household income of \$53,801 (census tract 06019007500). The SUBRECIPIENT
6 provides domestic water supply that is regulated by the California State Water Resources Control Board,
7 Division of Drinking Water (SWRCB). The SUBRECIPIENT owns and is responsible to operate public water
8 system number CA-1010039 under order Amendment No. 03-12-05PA-003 issued by SWRCB.

9 The SUBRECIPIENT represents that a new water storage tank is necessary for the SUBRECIPIENT
10 to comply with California Waterworks Standards for small water systems, will address flow and pressure
11 deficiencies in the west side of the SUBRECIPIENT's distribution system, and will improve water delivery
12 during peak demand. The SUBRECIPIENT represents that it recently purchased property on the west side
13 of Caruthers, near the intersection of Seaman Avenue and Caruthers Avenue, where a new 500,000-gallon
14 water storage tank is proposed to be installed that will address its distribution system's flow and water
15 pressure deficiencies.

16 The SUBRECIPIENT will use these SLFRF to fund the design, environmental documents, bidding
17 process, construction review and administration, funding administration, and construction of a water storage
18 tank, booster pumps, and pipeline, electrical and control facilities, and associated site improvements on the
19 west side of the Community of Caruthers. The proposed water storage location will provide improved flow
20 and pressure for the water distribution system since all existing active water sources are on the east side
21 of the Community of Caruthers.

1 **EXHIBIT B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible
4 expenses to complete the Program. In the first thirty (30) days following the Effective Date of this
5 Agreement, SUBRECIPIENT may make drawdown requests to a maximum of \$313,010 dollars,
6 equivalent to ten percent (10%) of the Program’s total budgeted amount (\$3,130,100), to cover eligible
7 expenditures in support of the Program. Drawdown requests shall be made on a quarterly basis (every
8 90 days) thereafter. SUBRECIPIENT shall use the Drawdown Request Form to submit detailed
9 drawdown requests for eligible expenses and include copies purchase orders, receipts, and
10 reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred
11 in support of the Program as represented in Table 1-1, below.

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

Items	Budget
Design/Construction Documents	\$145,000
Environmental Documents	\$45,000
Advertisement/Bid Support	\$16,000
Construction Review and Administration	\$173,000
Funding Administration	\$25,000
Construction	\$2,726,100
Total	\$3,130,100

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **EXHIBIT B (continued)**

2 **Drawdown Request Form**

3 Date:

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

8 **Subject: Drawdown Request for**

Subrecipient Program Subrecipient Name

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

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

Payee	Invoice # / Contract #	Amount
--------------	-------------------------------	---------------

17
18
19
20
21
22 Sincerely,

23
24 [Subrecipient Officer]

25 [Subrecipient Name]

26 Enclosure(s)

1 EXHIBIT C

2 Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Identifying and demographic information (DUNS):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period Start Date:	Reporting Period End Date:
Expenditure Category: 5 Infrastructure, Water	
Total Award: \$3,130,100	Remaining Balance:

EXPENDITURES					
Category		Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
5	Water and Sewer				
5.14	Drinking Water: Storage				
TOTAL					

16 Describe program achievements and upcoming milestones:

18 PROJECT STATUS

20 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

24 AUTHORIZED SIGNATURE

26 Prepared by: (print name) _____

26 Date _____

1 **EXHIBIT D**

2 **Annual Performance Report**

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

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

12

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

13
14
15
16

17 **Instructions:**

18 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
19 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-
20 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.
21
22
23
24
25
26
27
28

1 **Exhibit E**

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

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

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

22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **EXHIBIT F**

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

4 1. Use of Funds.

- 5 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used
6 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
7 implementing that section, and guidance issued by Treasury regarding the foregoing.
8 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the
9 institutional, managerial, and financial capability to ensure proper planning, management, and
10 completion of such project.

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

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

19
20 4. Maintenance of and Access to Records.

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

1
2 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding
3 from this award.

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

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

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

15
16 9. Compliance with Applicable Law and Regulations.

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

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

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

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

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

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

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

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

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

6 14. Debts Owed the Federal Government.

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

18 15. Disclaimer.

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

26 16. Protections for Whistleblowers.

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

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

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

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

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

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

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

1 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

1 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is
2 responsible for ensuring that sub-recipients also comply with Title VI and other applicable
3 authorities covered in this document. State agencies that make sub-awards must have in place
4 standard grant assurances and review procedures to demonstrate that they are effectively
5 monitoring the civil rights compliance of subrecipients.
6

7 The United States of America has the right to seek judicial enforcement of the terms of this assurances
8 document, and nothing in this document alters or limits the federal enforcement measures that the United
9 States may take in order to address violations of this document or applicable federal law.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **EXHIBIT G**

2 **Insurance Requirements**

3 **1. Required Policies**

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

7 (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than
8 Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
9 (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include
10 products, completed operations, property damage, bodily injury, personal injury, and advertising
11 injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno,
12 its officers, agents, employees, and volunteers, individually and collectively, as additional
13 insureds, but only insofar as the operations under this Agreement are concerned. Such coverage
14 for additional insureds will apply as primary insurance and any other insurance, or self-
15 insurance, maintained by the County is excess only and not contributing with insurance provided
16 under the Contractor'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 (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million
25 Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars
26 (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the
27 date on which services began under this Agreement; (2) the Contractor shall maintain the policy
28 and provide to the County annual evidence of insurance for not less than five years after
completion of services under this Agreement; and (3) if the policy is canceled or not renewed,
and not replaced with another claims-made policy with a retroactive date prior to the date on
which services begin under this Agreement, then the Contractor shall purchase extended
reporting coverage on its claims-made policy for a minimum of five years after completion of
services under this Agreement.

29 If the Contractor is a governmental entity, it may satisfy the policy requirements above through a
30 program of self-insurance, including an insurance pooling arrangement or joint exercise of powers
31 agreement.

32 **2. Additional Requirements**

33 (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any
34 time during the term of this Agreement as requested by the County's Risk Manager or the

1 County Administrative Office, the Contractor shall deliver, or cause its broker or producer to
2 deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721,
3 or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to
4 receive notices under this Agreement, certificates of insurance and endorsements for all of the
5 coverages required under this Agreement.

- 6 (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained
7 and is in full force; (2) the County, its officers, agents, employees, and volunteers are not
8 responsible for any premiums on the policy; and (3) the Contractor has waived its right to
9 recover from the County, its officers, agents, employees, and volunteers any amounts
10 paid under any insurance policy required by this Agreement and that waiver does not
11 invalidate the insurance policy.
- 12 (ii) The commercial general liability insurance certificate must also state, and include an
13 endorsement, that the County of Fresno, its officers, agents, employees, and volunteers,
14 individually and collectively, are additional insureds insofar as the operations under this
15 Agreement are concerned. The commercial general liability insurance certificate must
16 also state that the coverage shall apply as primary insurance and any other insurance, or
17 self-insurance, maintained by the County shall be excess only and not contributing with
18 insurance provided under the Contractor's policy.
- 19 (iii) The automobile liability insurance certificate must state that the policy covers any auto
20 used in connection with this Agreement.
- 21 (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state
22 the retroactive date of the policy, which must be prior to the date on which services
23 began under this Agreement.

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

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

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with
broader coverage, higher limits, or both, than what is required under this Agreement, then the
County requires and is entitled to the broader coverage, higher limits, or both. To that end, the
Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk 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.

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

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

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28