

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Fresno City & County Historical Society, a 501(c)(3) California nonprofit corporation whose address is 7160 W. Kearney Boulevard Fresno, CA 93706 ("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 represents that it is a nonprofit organization that was founded in 1919, whose mission is to engage, inform, and educate the public through collecting, preserving, and interpreting the stories, images, and cultural resources of Fresno County and the San Joaquin Valley to help understand the past and shape the region's future; and

WHEREAS, the SUBRECIPIENT represents that it promotes and educates individuals on the history of Fresno County, the San Joaquin Valley, and California through exhibits and cultural resources available at the historic Kearney Mansion Museum & Gallery, a 119-year old historical structure located at

1 Kearney Park in Fresno County. Kearney Park is the largest park site in the County, consisting of 225 acres
2 of open recreational space that draws the greatest number of park goers within Fresno County because of
3 its affordability, available green open space, and its traditional special events and community festivals
4 held each year; and

5 **WHEREAS**, the SUBRECIPIENT represents that the Kearney Mansion Museum & Gallery offers
6 public tours, guided tours for students ranging from kindergarten through twelfth grade, and coordinates
7 special events and exhibits that represent various eras of history such as Civil War reenactments, settling of
8 California, and the evolution of the Central Valley's rich agriculture history; and

9 **WHEREAS**, the SUBRECIPIENT represents that it coordinates three academic programs where
10 students and participants may visit the Kearney Mansion Museum & Gallery to attend: Time Travelers,
11 where participants are able to see performances and learn about traditional homelife demonstrations such
12 as making rope or gold panning; the Central California curriculum, which teaches history in the San
13 Joaquin Valley, and the K-12 Human and Social Studies Curriculum, where students learn about American
14 and California history, provided in partnership with Fresno Unified School District; and

15 **WHEREAS**, the SUBRECIPIENT represents that its academic programs at the Kearney Mansion
16 Museum & Gallery are offered in four learning spaces that are classroom-like settings: the Servants'
17 Quarters, the Carriage House, the Icehouse, and the Archive building which house the SUBRECIPIENT's
18 materials, furniture, photos, artifacts, and collection exhibits including historical items that are over 150
19 years old that shed light on the diverse cultures found in the Central Valley; and

20 **WHEREAS**, the SUBRECIPIENT represents that its academic programs provided in partnership
21 with Fresno Unified School District benefit thousands of participants because each program incorporates
22 standards-based curriculum which are designed to help engage students and participants to learn about
23 the 19th Century, including history in Native American culture, the migration of many cultures such as
24 Mexican, African American, Japanese, Italian, Armenian, and Chinese communities that settled in Fresno
25 County, and the pioneers that helped shape the San Joaquin Valley; and

26 **WHEREAS**, the SUBRECIPIENT represents that prior to the required closures to indoor
27 activities to contain the spread of COVID-19, Kearney Mansion Museum & Gallery's educational
28 programs attracted an estimated 12,200 guests that participated in the following events: Civil War

1 Reenactment (5,000), Time Travelers School Tour Program (3,800 students), General School Tours
2 (100 students), regular and private tours (2,300), and annual community events (1,000); and

3 **WHEREAS**, the Kearney Mansion Museum & Gallery is located at 7160 West Kearney Boulevard,
4 Fresno CA 93706, and identified in Census Tract 06019008600 which reports an estimated population of
5 nearly 4,000 residents that are primarily Hispanic/Latino or Black, a Median Household Income of \$50,976,
6 in an area that has a poverty percentage of 26%, according to the five-year reports prepared by the U.S.
7 Census, American Community Survey estimates for the five-years 2017 through 2021; and

8 **WHEREAS**, the SUBRECIPIENT represents that its academic programs and services were
9 negatively impacted by the COVID-19 pandemic due to the required closures to comply with the
10 emergency public health orders to contain the spread of COVID-19, including but not limited to extended
11 closures to SUBRECIPIENT's programs, and closures to educational resources that are available for
12 students, guests, and program participants that promote the education and preservation of San Joaquin
13 Valley's history; and

14 **WHEREAS**, the SUBRECIPIENT represents that during the course of the pandemic, it experienced
15 negative economic impacts from the extended closures that eliminated its primary sources of revenue,
16 including course enrollment fees, field trip events, rental fees, and community fundraising events that
17 annually help fund the SUBRECIPIENT's operation and ongoing maintenance needs to preserve the 119-
18 year old Kearney Mansion Museum & Gallery and make the Kearney Mansion Museum & Gallery available
19 for students and visitors; and

20 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
21 provide assistance to a nonprofit organization that experienced negative economic impacts due to the
22 pandemic so that it may fund needed facility repairs, restore exterior surfaces and interior spaces, and
23 make improvements to the learning spaces in the Kearney Mansion Museum & Gallery consisting of: the
24 Servants' Quarters, the Carriage House, the Icehouse, and the Archive rooms so that it may safely
25 reinstate in-person academic programs that benefit students from kindergarten through twelfth grade from
26 local area school districts, history researchers, Kearney Park visitors, and will be responsive to the negative
27 social impacts exacerbated by the public health emergency ("Program"); and

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

1 organizations for Eligible Uses, for the purpose of meeting ARPA's goals; and

2 **WHEREAS**, the Final Rule presumes that generally all households and populations experienced
3 negative impacts due to the pandemic, in particular recipients may use SLFRF funds to address impacts
4 of lost instructional time for students in kindergarten through twelfth grade, any students who did not have
5 access to in-person instruction for a significant period of time, and households and populations in low-
6 and moderate- income areas, which are eligible uses under ARPA; and

7 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT will address the impact of lost instructional
8 time, including lost enrichment activities like educational field trips, which are activities to meet the
9 comprehensive needs of students; and

10 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
11 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by assisting
12 the SUBRECIPIENT fund needed repairs, restore exterior surfaces and interior spaces, and make
13 improvements to the Kearney Mansion Museum & Gallery's learning spaces so that SUBRECIPIENT may
14 safely reinstate and host its in-person academic programs that benefit students, visitors, and participants;
15 and

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

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

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

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

25 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
26 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and
27 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to
28 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 it intends to use these SLFRF to fund necessary
8 repairs, restoration of exterior surfaces and interior spaces, and improvements to the Kearney Mansion
9 Museum & Gallery and supporting learning spaces consisting of: the Servants' Quarters, the Carriage
10 House, the Icehouse, and the Archive rooms so that SUBRECIPIENT may safely reinstate and host its in-
11 person academic programs at the Kearney Mansion Museum & Gallery.

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

1 G. Prevailing Wage.

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

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

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

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

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

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

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

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

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

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

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

12 2. **PROCUREMENT REQUIREMENTS**

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

15 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
16 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
17 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
18 200.321.

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

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

28 E. All contracts made by SUBRECIPIENT in excess of \$100,000 with respect to water,

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

4 3. **REPORTING REQUIREMENTS**

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

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

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

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

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

3 4. **NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
27 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
28 Subsections A and B of this Section 2, (ii) nothing in Subsections A or B of this Section 8 relieve

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

5 9. **PENALTIES**

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

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

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

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

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

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

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

22 F. Withhold further SLFRF for the Program; and

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

24 10. **FINANCIAL MANAGEMENT**

25 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
26 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
27 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
28 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized

1 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized
2 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate
3 accounts that correspond to each such authorized use provided further that such separate accounts are
4 subject to this Section 10.A., and are segregated and identified by a unique identifier. In no event shall
5 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,
6 or charge.

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

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

16 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
17 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
18 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
19 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
20 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
21 accountability submissions shall be provided to County of Fresno, County Administrative Office located
22 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
23 fresnoca@fresnocountyca.gov.

24 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,
25 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
26 transaction by any federal department or agency. This certification is made pursuant to the regulations
27 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant
28

1 program-specific regulations. This provision shall be required of every subcontractor receiving any
2 payment in whole or in part from Federal funds.

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

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

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

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

20 11. **TERM**

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

1 and notification of term end to SUBRECIPIENT.

2 12. **TERMINATION**

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

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

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

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

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

24 13. **GRANT FUNDING/COMPENSATION**

25 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
26 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to provide to
27 SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to exceed five
28 hundred fourteen thousand seven hundred twenty-five dollars (\$514,725).

1 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY to
2 SUBRECIPIENT for the Program shall not exceed five hundred fourteen thousand, seven hundred twenty-
3 five dollars (\$514,725) to fund necessary facility repairs, restore exterior surfaces and interior spaces, and
4 make improvements to the learning spaces in the Kearney Mansion Museum & Gallery consisting of: the
5 Servants' Quarters, the Carriage House, the Icehouse, and the Archive rooms so that the SUBRECIPIENT
6 may safely reinstate in-person academic programs and services that would benefit students from
7 kindergarten through twelfth grade from local school districts, history researchers, Kearney Park visitors,
8 and will be responsive to the negative social impacts due to the pandemic. SUBRECIPIENT shall submit
9 written payment requests for the payment of eligible necessary expenses in support of the Program.
10 Payment requests for the COUNTY to make such payments shall be in accordance with the sample
11 Payment Request Form, attached as Exhibit B and incorporated by this reference. Payment requests shall
12 include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and
13 expenses incurred or anticipated to be incurred in support of the Program for eligible items listed in Table 1-
14 1 of Exhibit B of this Agreement.

15 Following the Effective Date of this Agreement, SUBRECIPIENT may make one (1) payment
16 request to a maximum of one-hundred two thousand, nine hundred forty-five dollars (\$102,945), equivalent to
17 twenty percent (20%) of the Program's total budgeted amount of five hundred fourteen thousand seven
18 hundred twenty-five dollars (\$514,725), to cover eligible expenditures in support of the Program. The first
19 payment request from SUBRECIPIENT to the COUNTY shall also be accompanied by a written
20 certification from the SUBRECIPIENT that the payment request is consistent with the amount of work
21 scheduled to be performed or materials to be purchased with the amount of funding being requested from
22 the COUNTY, and that said payment request is in accordance with the Program, Table 1-1 of Exhibit B of
23 this Agreement. After appropriate review and inspection of the first payment request, the COUNTY shall
24 make the first payment available to SUBRECIPIENT. After the first payment request, SUBRECIPIENT
25 may make additional subsequent payment requests to the COUNTY on a 60-day basis (every 60 days) for
26 eligible expenditures to be funded with the remaining balance of the Program's budget, in accordance with
27 this Agreement.
28

1 SUBRECIPIENT must work to minimize the time between the request from the COUNTY and the
2 disbursement of funds to meet the Program needs. SUBRECIPIENT is responsible for monitoring the
3 Program's cash flow needs and submitting payment requests to COUNTY in a timely manner to assure
4 adequate coverage of Program needs. It is understood that all expenses incidental to SUBRECIPIENT's
5 carrying out its Program under this Agreement shall be borne by SUBRECIPIENT. SUBRECIPIENT
6 shall submit documentation to the County of Fresno, County Administrative Office located at 2281
7 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
8 fresnocaofresnocountyca.gov. Payment by COUNTY shall be in arrears for services provided during
9 the preceding period of time, within forty-five (45) days from date of receipt, verification, and approval of
10 SUBRECIPIENT's invoice and supporting documentation by COUNTY. Requests for advancement of
11 funds for anticipated eligible expenditures shall also be accompanied by a written certification from the
12 SUBRECIPIENT consistent with the amount of work scheduled to be performed or materials to be
13 purchased with the amount of funding being requested from the COUNTY, and that the payment request
14 is in accordance with the Program, Table 1-1 of Exhibit B of this Agreement. After appropriate review
15 and inspection of the payment request for advanced funding, the COUNTY shall make the payment
16 available to SUBRECIPIENT in a timely manner, less any amounts outstanding for which prior advanced
17 funds have not been fully expended or accounted with supporting documentation.

18 If SUBRECIPIENT fails to comply with any provision of this Agreement, COUNTY shall be
19 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 may 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 matters the subject thereof.

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. Changes to line items established in Exhibit B, which, when added together during the term of the
4 Agreement do not exceed ten percent (10%) of the total maximum compensation payable to
5 SUBRECIPIENT, may be made with the written approval of SUBRECIPIENT and County's Administrative
6 Officer or designee. These modifications shall not result in any change to the maximum compensation
7 amount payable to SUBRECIPIENT, as described in Section 13.

8 16. **NON-ASSIGNMENT**

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

11 17. **HOLD HARMLESS** SUBRECIPIENT shall indemnify and hold harmless and defend the

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

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

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

25 18. **INSURANCE**

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

27 19. **RECORDKEEPING AND CONFIDENTIALITY**

28 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT

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

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

13 20. **AUDITS AND INSPECTIONS:**

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

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

- 1 5) Whether the periodic reports to the COUNTY contain accurate and
2 reliable information;
3 6) Whether all of the activities of the Program are conducted in compliance
4 with the provisions of state and federal laws and regulations and this
5 Agreement; and
6 7) Whether all activities associated with the Program are in compliance with
7 the Interim Final Rule and Final Rule for the SLFRF, the Compliance
8 Guidance, and any subsequent guidance issued by TREASURY.

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

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

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

21 <u>COUNTY</u>	21 <u>SUBRECIPIENT</u>
22 COUNTY OF FRESNO	22 Fresno City & County Historical Society
23 ARPA - SLFRF Coordinator	23 7160 W. Kearney Boulevard
24 2281 Tulare Street, Room 304	24 Fresno, CA 93706
25 Fresno, CA 93724	

25 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
27 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
28 personal service is effective upon service to the recipient. A notice delivered by first-class United States

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

12 22. **GOVERNING LAW**

13 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
14 California. The rights and obligations of the parties and all interpretation and performance of this
15 Agreement shall be governed in all respects by the laws of the State of California.

16 23. **ADVICE OF ATTORNEY**

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

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

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

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

1 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
2 immediately thereafter.

3 25. **ELECTRONIC SIGNATURES**

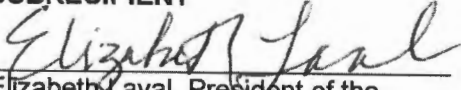
4 The parties agree that this Agreement may be executed by electronic signature as provided in
5 this section. An “electronic signature” means any symbol or process intended by an individual signing
6 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2)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

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

26 ///

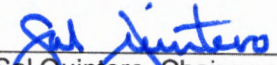
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **SUBRECIPIENT**

4 
5 Elizabeth Laval, President of the
6 Fresno City & County Historical
7 Society

8 Mailing Address:
9 Fresno City & County Historical
10 Society
11 7160 W. Kearney Boulevard
12 Fresno, CA 93706

3 **COUNTY OF FRESNO**

4 
5 Sal Quintero, Chairman of the Board of
6 Supervisors of the County of Fresno

10 **ATTEST:**
11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14
15 By: 
16 Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Fund: 0026

18 Subclass: 91021

19 ORG: 1033

20 Account: 7845

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1 **Exhibit A**

2 **Program Description**

3 In 1919, the SUBRECIPIENT was founded with its mission to engage, inform, and educate the
4 public through collecting, preserving, and interpreting the stories, images, and cultural resources of the
5 COUNTY and the San Joaquin Valley to help understand the past and shape the future. The
6 SUBRECIPIENT is a nonprofit organization that operates the Kearney Mansion Museum & Gallery, a 119-
7 year-old structure located at Kearney Park in the County of Fresno. Kearney Park is the largest park site in
8 the COUNTY, consisting of 225 acres of open recreational land that draws the greatest number of park
9 goers to Fresno County throughout the year. Kearny Park is in Census Tract 06019008600, which reported
10 an estimated population of nearly 4,000 residents of which majority are Hispanic/Latino or Black, a Median
11 Household Income of \$50,976, and an area that has a poverty percentage of 26%, according to the U.S.
12 Census, American Community Survey estimates for the five-years 2017 through 2021.

13 SUBRECIPIENT represents that prior to the pandemic, the Kearney Mansion Museum & Gallery's
14 educational programs attracted over 12,200 guests annually. During the course of the pandemic, it
15 experienced negative economic impacts from extended closures that eliminated its primary sources of
16 revenue, including course enrollment fees, field trip events, rental fees, and community fundraising events
17 that annually help fund operation and ongoing maintenance needs to preserve the Kearney Mansion
18 Museum & Gallery. SLFRF provided under Agreement is intended to provide assistance to fund needed
19 facility repairs, restore exterior surfaces and interior spaces, and make improvements to the learning
20 spaces in the Kearney Mansion Museum & Gallery consisting of: the Servants' Quarters, the Carriage
21 House, the Icehouse, and the Archive rooms, so that SUBRECIPIENT may safely reinstate in-person
22 academic enrichment programs and services that would benefit students ranging from kindergarten through
23 twelfth grade from local area school districts, history researchers, Kearney Park visitors, which will be
24 responsive to the negative social impacts exacerbated by the public health emergency. The Final Rule
25 established that recipients may use SLFRF funds to address impacts of lost instructional time for students
26 in kindergarten through twelfth grade, any students who did not have access to in-person instruction for a
27 significant period of time, and households and populations in low and moderate- income areas, which
28 are eligible uses under ARPA.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SLFRF to be granted by the COUNTY to SUBRECIPIENT for the Program shall not exceed five
4 hundred fourteen thousand seven hundred twenty-five dollars (\$514,725) to fund necessary facility
5 repairs, restore exterior surfaces and interior spaces, and make improvements to the learning spaces in the
6 Kearney Mansion Museum & Gallery consisting of: the Servants' Quarters, the Carriage House, the
7 Icehouse, and the Archive rooms so that the SUBRECIPIENT may safely reinstate in-person academic
8 programs and services that would benefit students ranging from kindergarten through twelfth grade from
9 local area school districts, history researchers, Kearney Park visitors, and will be responsive to the negative
10 social impacts due to the pandemic. SUBRECIPIENT shall submit written payment requests for the
11 payment of eligible necessary expenses in support of the Program. Payment requests for the COUNTY
12 to make such payments shall be in accordance with the sample Payment Request Form, attached as
13 Exhibit B and incorporated by this reference. Payment requests shall include copies of purchase orders,
14 receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated
15 to be incurred in support of the Program for eligible items listed in Table 1-1 of Exhibit B of this
16 Agreement.

Exhibit B (Continued)

Table 1 -1

Project Line Items	Estimated Program Cost	Narratives
I. Soft Cost	\$ 38,000	Will fund soft expenses in support of the project, including but no limits to: Architectural / Engineering; reports and studies for hazard materials testing and remediation; building permits and health and safety permits and related soft cost expenditures.
II. Reroofing	\$ 65,000	Will fund the project's reroofing costs, including but not limited to the removal of the existing roofing materials, installation of plywood / OSB roof sheathing, repair and replacement of damaged or deteriorated framing members.
III. Wood Trim and Molding	\$ 48,000	Will fund costs including but no limited to the removal of metal screens at windows to allow access to the window frames and trim; repair or replace damaged doors, window frames, trim, and the installation of weather seals at exterior doors.
IV. Painting and Plaster Repair	\$ 150,000	Will fund costs for priming and painting wall surfaces, including resurfacing to patch and address cracking of interior or exterior surfaces.
V. Building Mothballing	\$ 7,000	Will fund the removal of existing roof framing members posing as risk to visitors, installing a temporary roof support system, and tarping of the building to protect from water intrusion.
VI. Hazard Material Remediation	\$ 42,000	Will fund costs related to clean up and hazard material removal, including but not limited to construction materials, waste, debris, mold as identified by the Hazardous Materials Report.
VII. Food Service Improvements	\$ 70,000	Will fund costs to make improvement to the facility's eating space to comply with the Department of Public Health requirements for the preparation, handling, service and clean-up of food.
VIII. Staircase and Railing Replacements	\$ 41,000	Will fund costs to improve, repair, and/or replace staircase/s and railing for interior and/or exterior areas.
Total Project Construction Cost	\$ 461,000	
Contingency	\$ 38,725	The purpose the contingency is to account for items not included in the current estimate which may occur during any phase of the planning, design, site clean up, or construction.
Historic / Cultural Resources Consultant	\$ 5,000	Will fund Cultural Resources Consultant to assist, identify, document, advise, and manage cultural resources, in support of the project.
Historic Society, Grant Administration	\$ 10,000	Will provide funding assistance to fund salaries and benefits, payroll taxes, and related expenses to administer the grant and fulfill reporting requirements.
Total Grant	\$ 514,725	

**Exhibit C
Subrecipient Quarterly Expenditure Report**

Program	
Unique Entity ID (UEI):	Agreement Number: ##-###
Name of Entity:	Program Name:
Reporting Period Start Date: Click or tap to enter a date.	Reporting Period End Date: Click or tap to enter a date.
Expenditure Category: 2 Negative Economic Impacts	
Total Award: \$514,725	Remaining Balance:

Expenditures				
Category	Cumulative Expenditures To Date	Cumulative Obligations To Date	Current Period Expenditures	Current Period Obligations
2.25 Academic, Social, and Emotional Services	\$	\$	\$	\$

Status (select one)

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

Project Achievements and Milestones
Describe program achievements and upcoming milestones.

Authorized Signature	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Signature</i>	Click or tap to enter a date. <i>Date</i>
Prepared by: Print Name	

1 **Exhibit D**

2 **Annual Performance Report**

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

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

12

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

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18 **Instructions:**

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

2 **Self-Dealing Transaction Disclosure Form**

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

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

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

10 **Instructions**

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

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

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

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

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

(5) Authorized Signature

Signature:		Date:	
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1 **Exhibit F**

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
3 AWARD TERMS AND CONDITIONS
4

5 1. Use of Funds.

- 6 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used
7 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
8 implementing that section, and guidance issued by Treasury regarding the foregoing.
9 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the
10 institutional, managerial, and financial capability to ensure proper planning, management, and
11 completion of such project.
12

13 2. Period of Performance. The period of performance for this award begins on the date hereof and
14 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use
15 award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on
16 December 31, 2024.
17

18 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as
19 they relate to this award.
20

21 4. Maintenance of and Access to Records.

- 22 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with
23 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by
24 Treasury regarding the foregoing.
25 b) The Treasury Office of Inspector General and the Government Accountability Office, or their
26 authorized representatives, shall have the right of access to records (electronic and otherwise) of
27 Subrecipient in order to conduct audits or other investigations.
28

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

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

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

9
10 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

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

17
18 9. Compliance with Applicable Law and Regulations.

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

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

25 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
26 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
27 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
28

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

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

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

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

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

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

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

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

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

20 x. Generally applicable federal environmental laws and regulations.

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

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

- 1 ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
2 which prohibits discrimination in housing on the basis of race, color, religion, national origin,
3 sex, familial status, or disability;
- 4 iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
5 prohibits discrimination on the basis of disability under any program or activity receiving
6 federal financial assistance;
- 7 iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
8 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
9 the basis of age in programs or activities receiving federal financial assistance; and
- 10 v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
11 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
12 services provided or made available by state and local governments or instrumentalities or
13 agencies thereto.

14
15 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act,
16 other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program
17 requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future
18 award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a
19 violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall
20 be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be
21 subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

22
23 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5
24 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government
25 employees whose principal employment is in connection with an activity financed in whole or in part by this
26 federal assistance.

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

5
6 13. Publications. Any publications produced with funds from this award must display the following
7 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
8 3678 awarded to County of Fresno by the U.S. Department of the Treasury."
9

10 14. Debts Owed the Federal Government.

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

21 15. Disclaimer.

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

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16. Protections for Whistleblowers.

- a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

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

3
4 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF
5 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

1 *this contract (or agreement). Title VI also includes protection to persons with "Limited*
2 *English Proficiency" in any program or activity receiving federal financial assistance, 42*
3 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*
4 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
5 *contract or agreement.*

- 6 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
7 with the aid of federal financial assistance by the Department of the Treasury, this assurance
8 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
9 during which the real property or structure is used for a purpose for which the federal financial
10 assistance is extended or for another purpose involving the provision of similar services or benefits.
11 If any personal property is provided, this assurance obligates the Subrecipient for the period during
12 which it retains ownership or possession of the property.
- 13 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
14 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
15 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
16 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
17 and reporting requirements.
- 18 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
19 complaints of discrimination on the grounds of race, color, or national origin, and limited English
20 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
21 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
22 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
23 Subrecipient has received no complaints under Title VI.
- 24 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
25 compliance of Title VI and efforts to address the non-compliance, including any voluntary
26 compliance or other agreements between the Subrecipient and the administrative agency that
27 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the
28

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

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

8
9 The United States of America has the right to seek judicial enforcement of the terms of this assurances
10 document, and nothing in this document alters or limits the federal enforcement measures that the United
11 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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State
18 of California with statutory limits.

19 **2. Additional Requirements**

20 (A) **Verification of Coverage.** Within 30 days after the SUBRECIPIENT signs this Agreement, and
21 at any time during the term of this Agreement as requested by the County's Risk Manager or the
22 County Administrative Office, the SUBRECIPIENT shall deliver, or cause its broker or producer
23 to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California
24 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person
25 identified to receive notices under this Agreement, certificates of insurance and endorsements
26 for all of the coverages required under this Agreement.

27 (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained
28 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,
individually and collectively, are additional insureds insofar as the operations under this
Agreement are concerned. The commercial general liability insurance certificate must
also state that the coverage shall apply as primary insurance and any other insurance, or
self-insurance, maintained by the County shall be excess only and not contributing with
insurance provided under the SUBRECIPIENT's policy.

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

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

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

13 (D) **County's Entitlement to Greater Coverage.** If the SUBRECIPIENT has or obtains insurance
14 with broader coverage, higher limits, or both, than what is required under this Agreement, then
15 the County requires and is entitled to the broader coverage, higher limits, or both. To that end,
16 the SUBRECIPIENT 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.

17 (E) **Waiver of Subrogation.** The SUBRECIPIENT waives any right to recover from the County, its
18 officers, agents, employees, and volunteers any amounts paid under the policy of worker's
19 compensation insurance required by this Agreement. The SUBRECIPIENT is solely responsible
20 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.

21 (F) **County's Remedy for Subrecipient's Failure to Maintain.** If the SUBRECIPIENT fails to keep
22 in effect at all times any insurance coverage required under this Agreement, the County may, in
23 addition to any other remedies it may have, suspend or terminate this Agreement upon the
24 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.

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