

1 CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

2 SUBRECIPIENT AGREEMENT

3 THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____
4 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of
5 California ("COUNTY"), and Marjaree Mason Center, Inc., a 501(c)(3) California nonprofit corporation
6 whose address is 1600 "M" Street, Fresno, CA 93721 ("SUBRECIPIENT").

7 **WITNESSETH:**

8 **WHEREAS,** on March 11, 2021, the President signed into law the American Rescue Plan Act of
9 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF")
10 Program; and

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

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

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

22 **WHEREAS,** the Final Rule highlights that several types of violence such as domestic violence,
23 sexual assault, and human trafficking have increased during the pandemic and that the ability of victims
24 of violence to access services has decreased as a result of the public health emergency; and

25 **WHEREAS,** the Final Rule designates prevention and response to increased violence resulting
26 from the public health emergency, including community violence intervention programs and supportive
27 resources for victims of violence, as an eligible use of SLFRF; and

28 **WHEREAS,** the Final Rule also enumerates emergency housing assistance as an eligible use of

1 SLFRF, including housing related services for survivors of domestic abuse or human trafficking; and

2 **WHEREAS**, the SUBRECIPIENT represents that it is currently the only recognized local
3 organization in Fresno County that meets the 14 Core Standards for Domestic Violence Support Services
4 as listed in section 13823.15 *et. seq.* of Title 6 of the California Penal Code; and

5 **WHEREAS**, the SUBRECIPIENT represents that it provides critical domestic violence services that
6 include, but are not limited to: emergency 24/7 safe-housing, legal advocacy and supporting resources,
7 education and training, and individual and group counseling in Fresno County for adults and children
8 affected by violent crimes and/or domestic violence; and

9 **WHEREAS**, the SUBRECIPIENT represents that since April 2022 and through September 2022,
10 the SUBRECIPIENT has assisted 14,164 individuals (adults and their children) that have been victims of
11 domestic violence, and that the SUBRECIPIENT has provided 125,931 nights of emergency shelter for
12 victims of crimes; and

13 **WHEREAS**, the SUBRECIPIENT represents that the individuals that request help often come from
14 the Central Valley's most impoverished neighborhoods, with a substantial percentage of the victims of
15 crime identifying as: Hispanic (53%), Caucasian (18%), African American (13%), and Asian American
16 Pacific Islander (0.05%); and

17 **WHEREAS**, the SUBRECIPIENT represents that, of the ten largest counties in the State of
18 California, Fresno County has the highest rate per capita of reported called to law enforcement for domestic
19 violence. Domestic violence disproportionately impacts people of color, and in the most recent five years,
20 the SUBRECIPIENT has experienced a 36% increase in demand for services that help and provide
21 resources to victims of domestic violence; and

22 **WHEREAS**, the parties acknowledge that SUBRECIPIENT's current headquarters located at 1600
23 "M" Street, Fresno, CA 93721, is identified in a Qualified Census Tract (06019000600) that has served the
24 community for many years, and SUBRECIPIENT represents that the facility has reached its maximum
25 capacity to effectively continue providing services and resources to its clients; and

26 **WHEREAS**, the SUBRECIPIENT represents that it recently purchased a property that includes a
27 60-year-old building that is planned to be improved to become a Community Resource Center that will
28 help the SUBRECIPIENT expand and provide comprehensive support services in Fresno County; and

1 **WHEREAS**, the SUBRECIPIENT represents that the planned Community Resource Center will
2 become a “One-Stop Center” that will increase its service capacity, will include 24/7 hotline and crisis
3 response, case management, safety planning, counseling, legal advocacy, housing navigation services,
4 children's programs, art therapy, prevention programs, education classes and linkages to community
5 service providers to ensure that clients can engage in services in one easy-to-access location while they
6 work towards recovering from the traumatic effects of abuse; and

7 **WHEREAS**, the parties acknowledge that the site intended for the SUBRECIPIENT's new
8 Community Resource Center is situated in Census Tract 06019004545, which had a reported Median
9 Household Income of \$50,671, according to the five-year reports prepared by the U.S. Census, American
10 Community Survey estimates for the five-years 2016 through 2020; and

11 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
12 provide assistance to a nonprofit organization to fund essential structure and general improvements to an
13 existing building, will address the building's safety and operational conditions, and will make prompt
14 renovations to prolong the life of the building which is anticipated to help SUBRECIPIENT increase its
15 service capacity to continue serving victims of domestic violence, benefit individuals who reside in
16 disproportionately impacted communities, provide community violence interventions, and will be responsive
17 to the negative social impacts exacerbated by the public health emergency; and

18 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to nonprofit
19 organizations for Eligible Uses, for the purpose of meeting ARPA's goals; and

20 **WHEREAS**, the COUNTY has offered SLFRF to SUBRECIPIENT to help fund improvements to an
21 existing 60-year old building that will address safety concerns and operational conditions, will improve
22 usefulness and prolong the life of the building that will become a future Community Resource Center.
23 SLFRF specifically will fund repair costs to make prompt interior repairs and improvements, roofing repairs,
24 HVAC, fire protection systems, electrical work, and purchase materials to address years of deferred
25 maintenance (“Program”); and

26 **WHEREAS**, the SUBRECIPIENT represents that the planned improvements will help the
27 SUBRECIPIENT restore a dated building back into a usable facility, increase available space to be able to
28 potentially help double the SUBRECIPIENT's service capacity to meet the increasing demand for services,

1 will be responsive the public health emergency and its negative impacts of the pandemic, and will benefit
2 victims of domestic violence and their families by working to centralize resources at one location; and

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

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

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

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

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

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

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

22 D. SUBRECIPIENT represents that it intends to use these SLFRF to fund costs to
23 make prompt interior repairs and improvements, roofing repairs, HVAC, fire protection systems, electrical
24 work, and purchase materials to address years of deferred maintenance to an existing 60-year old building
25 that will address safety concerns and operational conditions, will improve usefulness and prolong the life of
26 the building that will become a future Community Resource Center.

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

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

17 G. Prevailing Wage.

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

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

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

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

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

26 H. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
27 and completed, and all SLFRF granted under this Agreement are fully expended, no later than
28 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY

1 in writing, whether it can complete the Program or fully expend the SLFRF granted under this
2 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully
3 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,
4 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a
5 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account
6 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and
7 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

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

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

22 K. None of the personnel employed in the administration of the Program shall be in
23 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
24 5, U.S. Code, as applicable.

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

27 2. **PROCUREMENT REQUIREMENTS**

28 A. SUBRECIPIENT shall comply with all procurement requirements specified in the

1 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

2 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
3 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
4 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
5 200.321.

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

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

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

19 3. **REPORTING REQUIREMENTS**

20 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to
21 COUNTY designated contact, as designated by COUNTY's County Administrative Officer in writing at
22 the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this
23 Agreement as provided by this Section 3.A. The reports shall contain, but are not limited to, the
24 information described in Exhibit B and C, which is attached and incorporated by this reference, and must
25 include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report comply
26 with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth
27 by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen
28

1 (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the
2 first quarter ending after the Effective Date:

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

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

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

19 4. **NONDISCRIMINATION**

20 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
21 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not
22 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
23 employee, applicant for employment or person receiving services under this Agreement because of race,
24 religious creed, color, national origin, ancestry, physical or mental disability including perception of
25 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,
26 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
27 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
28 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination

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

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

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

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

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

1 duties of that position.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 9. **PENALTIES**

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

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

1 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
2 refund SLFRF upon demand by COUNTY.

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

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

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

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

9 F. Withhold further SLFRF for the Program; and

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

11 10. **FINANCIAL MANAGEMENT**

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

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

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

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

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

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

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

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

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

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

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

7 11. **TERM**

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

17 12. **TERMINATION**

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

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

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

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

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

11 **13. GRANT FUNDING/COMPENSATION**

12 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
13 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to provide to
14 SUBRECIPIENT, and SUBRECIPIENT agrees to receive total SLFRF in an amount not to exceed [REDACTED]

15 [REDACTED]
16 It is expressly agreed and understood that the total amount of SLFRF to be granted by COUNTY
17 to SUBRECIPIENT for the Program shall not exceed four million seven hundred thousand dollars
18 (\$4,700,000) to fund repair costs to make prompt interior repairs and improvements, roofing repairs,
19 HVAC, fire protection systems, electrical work, and purchase materials to address years of deferred
20 maintenance to an existing 60-year old building that will address safety concerns and operational
21 conditions, will improve usefulness and prolong the life of the building that will become a future Community
22 Resource Center. SUBRECIPIENT shall submit written drawdown requests for the payment of eligible
23 necessary expenses in support of the Program. Drawdown requests for the COUNTY to make such
24 payments shall be in accordance with the sample Drawdown Request Form, attached as Exhibit B and
25 incorporated by this reference. Drawdown requests shall include copies of purchase orders, receipts,
26 and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be
27 incurred in support of the Program for eligible items listed in Table 1-1 of Exhibit B of this Agreement.

28 SUBRECIPIENT shall track the status of the capital expenditures necessary to renovate and make

1 adaptation improvements in support of the Program, including providing the COUNTY timeline updates,
2 notifications on completed milestones, and updates on the SUBRECIPIENT's anticipated move-in dates
3 and official opening dates in its quarterly and annual reporting to the COUNTY through the course of the
4 Program's term, including any aggregate information to show measurable accomplishments of the
5 Program.

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

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

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

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

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

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

28 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice

1 only, and must be accompanied by required documentation.

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

10 14. **INDEPENDENT CONTRACTOR**

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

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

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

28 15. **MODIFICATION**

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

3 16. **NON-ASSIGNMENT**

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

6 17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at
7 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
8 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
9 losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
10 SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs
11 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
12 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
13 performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this
14 Agreement.

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

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

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

23 18. **INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third
25 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following
26 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
27 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

28 A. **Commercial General Liability**

1 Commercial General Liability Insurance with limits of not less than Two Million Dollars
2 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
3 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
4 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
5 liability or any other liability insurance deemed necessary because of the nature of this contract.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
9 used in connection with this Agreement.

10 C. Worker's Compensation

11 A policy of Worker's Compensation insurance as may be required by the Labor Code.

12 Additional Requirements Relating to Insurance

13 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming
14 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
15 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
16 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
17 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
18 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without
19 a minimum of thirty (30) days advance written notice given to COUNTY.

20 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
21 employees any amounts paid by the policy of worker's compensation insurance required by this
22 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
23 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
24 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

25 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
26 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:
28 ARPA – SLFRF Coordinator , 2281 Tulare Street, Room 304, Fresno, CA 93724, stating that such

1 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents
2 and employees will not be responsible for any premiums on the policies; that for such worker's
3 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,
4 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
5 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
6 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
7 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
8 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
9 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's
10 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
11 days advance, written notice given to COUNTY.

12 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
13 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
14 Agreement upon the occurrence of such event.

15 All policies shall be issued by admitted insurers licensed to do business in the State of California,
16 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
17 FSC VII or better.

18 19. **RECORDKEEPING AND CONFIDENTIALITY**

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

25 B. SUBRECIPIENT shall maintain reasonable security measures to protect records
26 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
27 disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security
28 of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have established

1 written policies and procedures that align with CCPA, and shall follow such procedures. Upon request,
2 SUBRECIPIENT shall make available to COUNTY staff such written policies and procedures, and shall
3 be monitored for compliance.

4 20. **AUDITS AND INSPECTIONS:**

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

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

28 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to

1 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
2 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this
3 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for
4 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees
5 to promptly reimburse the COUNTY for such payments upon request.

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Marjaree Mason Center
ARPA - SLFRF Coordinator	1600 "M" Street
2281 Tulare Street, Room 304	Fresno, CA 93721
Fresno, CA 93724	Attn: Nicole Linder, Executive Director
	Marjaree Mason Center

16 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
17 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
19 personal service is effective upon service to the recipient. A notice delivered by first-class United States
20 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
21 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
22 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
23 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
24 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
25 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
26 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
27 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
28 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).

3 22. **GOVERNING LAW**

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

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

8 23. **ADVICE OF ATTORNEY**

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

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

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

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

23 25. **ELECTRONIC SIGNATURES**

24 The parties agree that this Agreement may be executed by electronic signature as provided in
25 this section. An "electronic signature" means any symbol or process intended by an individual signing
26 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
27 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
28 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to

1 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
2 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
3 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
4 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
6 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
7 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
8 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
9 conditioned upon the parties conducting the transactions under it by electronic means and either party
10 may sign this Agreement with an original handwritten signature.

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

18 ///

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 Nicole Linder, Executive Director
6 Marjaree Mason Center Inc.

COUNTY OF FRESNO

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

7 Mailing Address:
8 Marjaree Mason Center
9 1600 "M" Street
10 Fresno, CA 93721

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

14 By: _____
15 Deputy

16 FOR ACCOUNTING USE ONLY:
17 Fund: 0026
18 Subclass: 91021
19 ORG: 1033
20 Account: 7845

1 **Exhibit A**

2 **Program Description**

3 The SUBRECIPIENT represents that it is currently the only recognized nonprofit organization in the
4 County of Fresno that meets the 14 Core Standards for Domestic Violence Support Services as listed in the
5 California Penal Code. The SUBRECIPIENT provides critical domestic violence services, including, but not
6 limited to education and training, individual and group counseling, legal advocacy and supporting
7 resources, emergency 24/7 safe-housing in Fresno County for adults and children affected by domestic
8 violence. In the past five years, the SUBRECIPIENT represents that it has experienced a 36% increase in
9 demand to provide aid to victims of domestic violence in Fresno County.

10 The Program will provide SLFRF to SUBRECIPIENT to fund capital expenditures to renovate and
11 make prompt adaptation improvements to an existing building that will become a future Community
12 Resource Center. SLFRF provided under this Agreement will specifically fund the costs to make interior
13 repairs and improvements, roofing repairs, purchase materials, plumbing, fire protection, and electrical work
14 at an existing 60-year old building to address safety concerns and operational conditions, will improve
15 usefulness, and will prolong the life of the building that will become a future Community Resource Center
16 (Program).

17 Though not an operational element of the Program, SUBRECIPIENT intends to use the Community
18 Resource Center as a site where victims of domestic violence may access a variety of resources and
19 services including 24/7 crises response, intake assessment, safety planning, case management,
20 counseling, legal advocacy, referrals and placement for housing, education, training and classes, and
21 will provide the SUBRECIPIENT's space to potentially help double its service capacity to meet the
22 increasing demand for services, will be responsive the public health emergency and the negative impacts of
23 the pandemic, and will benefit victims of domestic violence and their families by centralizing resources at
24 one location.

1 **Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SLFRF to be granted by the COUNTY to SUBRECIPIENT for the Program shall not exceed [REDACTED]
4 [REDACTED] to help fund improvement to an existing 60-year old
5 building that will address safety concerns and operational conditions, will improve usefulness and prolong
6 the life of the building that will become a future Community Resource Center. SUBRECIPIENT shall
7 submit written drawdown requests for the payment of eligible necessary expenses in support of the
8 Program. Drawdown requests for the COUNTY to make such payments shall be in accordance with the
9 sample Drawdown Request Form, attached as Exhibit B and incorporated by this reference. Drawdown
10 requests shall include copies of purchase orders, receipts, and reimbursement requests, detailing items
11 purchased, and expenses incurred or anticipated to be incurred in support of the Program for eligible
12 items listed in Table 1-1 of Exhibit B of this Agreement.

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

15

Schedule of Values				REVISIED 2-3-2021
MMC Community Resource Center		Note: Listed Items represent items that		37,680 SF
Renovation project w/prevaling wages funding source		would be funded in part or whole by ARPA.		
Category	Description	Cost	Subtotal	Notes
PROJECT 1	Concrete repairs - interior of building	\$	[REDACTED]	Improvement to Building
PROJECT 2	Metals	\$	[REDACTED]	Improvement to Building
PROJECT 3	Casework and Countertops	\$	[REDACTED]	Improvement to Building
PROJECT 4	Thermal and Roofing	\$	[REDACTED]	Improvement to Building
PROJECT 5	Doors/Frames/Hardware, and Glazing	\$	[REDACTED]	Improvement to Building
PROJECT 6	Finishes - interior of building	\$	[REDACTED]	Improvement to Building
PROJECT 7	Specialities	\$	[REDACTED]	Improvement to Building
PROJECT 8	Elevator Refurbishment	\$	[REDACTED]	Improvement to Building
PROJECT 9	HVAC	\$	[REDACTED]	Improvement to Building
PROJECT 10	Electrical and Low Voltage	\$	[REDACTED]	Improvement to Building
		Projects Total	\$ [REDACTED]	

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

1 **Exhibit B (continued)**

2 **Drawdown Request Form**

3 Date:

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

8 **Subject: Drawdown Request for
9 Payment:**

10 **Subrecipient
11 Program**

12 **Subrecipient Name**

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

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

21 **Payee**

22 **Invoice # / Contract #**

23 **Amount**

24 Sincerely,

25 [Subrecipient Officer]

26 [Subrecipient Name]

27 Enclosure(s)

Exhibit C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Tax Identification Number or Unique ID (TIN or SAM):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 1 Public Health	
Total Award: ██████████	Remaining Balance:

EXPENDITURES				
Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
1	Community Violence Intervention			
1.11	Community Violence Interventions			
TOTAL				

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

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

PROJECT STATUS

AUTHORIZED SIGNATURE				
<table style="width: 100%;"> <tr> <td style="width: 60%; text-align: center;"> <hr style="border: none; border-top: 1px solid black;"/> <i>Signature</i> </td> <td style="width: 40%; text-align: center;"> <hr style="border: none; border-top: 1px solid black;"/> <i>Date</i> </td> </tr> <tr> <td colspan="2"> Prepared by _____ (Print name) </td> </tr> </table>	<hr style="border: none; border-top: 1px solid black;"/> <i>Signature</i>	<hr style="border: none; border-top: 1px solid black;"/> <i>Date</i>	Prepared by _____ (Print name)	
<hr style="border: none; border-top: 1px solid black;"/> <i>Signature</i>	<hr style="border: none; border-top: 1px solid black;"/> <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

13
14
15
16
17

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.
22
23
24
25
26
27
28

Exhibit E

Self-Dealing Transaction Disclosure Form

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Exhibit E

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

1 **Exhibit F**

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

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
22
23
24 15. Disclaimer.

- 25 a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third
26 persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property
27 damages, or any other losses resulting in any way from the performance of this award or any other
28

1 losses resulting in any way from the performance of this award or any contract, or subcontract
2 under this award.

- 3 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship
4 between the United States and Subrecipient.

5
6 16. Protections for Whistleblowers.

- 7 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise
8 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities
9 provided below, information that the employee reasonably believes is evidence of gross
10 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority
11 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or
12 a violation of law, rule, or regulation related to a federal contract (including the competition for or
13 negotiation of a contract) or grant.

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

- 15 i. A member of Congress or a representative of a committee of Congress;
16 ii. An Inspector General;
17 iii. The Government Accountability Office;
18 iv. A Treasury employee responsible for contract or grant oversight or management;
19 v. An authorized official of the Department of Justice or other law enforcement agency;
20 vi. A court or grand jury; or
21 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who
22 has the responsibility to investigate, discover, or address misconduct.

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

25
26 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217
27 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt
28

1 policies and programs for their employees when operating company-owned, rented or personally owned
2 vehicles.

3
4 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,
5 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce
6 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies
7 to decrease accidents caused by distracted drivers.

8
9 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF
10 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
11

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

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

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

- 24
25 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
26 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
27 discrimination under programs and activities receiving federal financial assistance, of any person in
28 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as

1 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
2 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
3 memoranda, and/or guidance documents.

- 4 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
5 with Limited English Proficiency," seeks to improve access to federally assisted programs and
6 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
7 Subrecipient understands that denying a person access to its programs, services, and activities
8 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
9 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
10 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
11 directives, to ensure that LEP persons have meaningful access to its programs, services, and
12 activities. Subrecipient understands and agrees that meaningful access may entail providing
13 language assistance services, including oral interpretation and written translation where necessary,
14 to ensure effective communication in the Subrecipient's programs, services, and activities.
- 15 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
16 develops applicable budgets and conducts programs, services, and activities. As a resource, the
17 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
18 on taking reasonable steps to provide meaningful access for LEP persons, please visit
19 <http://www.lep.gov>.
- 20 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
21 of continued receipt of federal financial assistance and is binding upon Subrecipient and
22 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
23 provided.
- 24 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
25 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
26 agrees to incorporate the following language in every contract or agreement subject to Title VI and
27 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
28 subcontractors, successors, transferees, and assignees:

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

- 12 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
13 with the aid of federal financial assistance by the Department of the Treasury, this assurance
14 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
15 during which the real property or structure is used for a purpose for which the federal financial
16 assistance is extended or for another purpose involving the provision of similar services or benefits.
17 If any personal property is provided, this assurance obligates the Subrecipient for the period during
18 which it retains ownership or possession of the property.
- 19 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
20 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
21 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
22 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
23 and reporting requirements.
- 24 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
25 complaints of discrimination on the grounds of race, color, or national origin, and limited English
26 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
27 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
28

1 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
2 Subrecipient has received no complaints under Title VI.

3 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
4 compliance of Title VI and efforts to address the non-compliance, including any voluntary
5 compliance or other agreements between the Subrecipient and the administrative agency that
6 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the
7 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject
8 of any court or administrative agency finding of discrimination, please so state.

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

14
15 The United States of America has the right to seek judicial enforcement of the terms of this assurances
16 document, and nothing in this document alters or limits the federal enforcement measures that the United
17 States may take in order to address violations of this document or applicable federal law.