

**ARPA SUBRECIPIENT AGREEMENT**

**SACRAMENTO COUNTY**

**AMERICAN RESCUE PLAN ACT OF 2021 FEDERAL SUBAWARD AGREEMENT  
FOR THE WALERGA PARK IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "County", and SUNRISE RECREATION & PARK DISTRICT, a special park district, hereinafter referred to as "SUBRECIPIENT" or "Subrecipient".

**RECITALS**

WHEREAS, the negative impacts of the COVID-19 pandemic continue to adversely affect Sacramento County residents and businesses prolonging the downturn in the local, regional and national economies, creating a situation where local small businesses are continuing to financially struggle and residents continue to need assistance to better connect with the health care, mental health, educational, and other local support systems in order to address the impacts of this crisis; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the pandemic; and

WHEREAS, Sacramento County will receive approximately \$301.4 million from the Coronavirus State and Local Fiscal Recovery Funds in two installments, with 50% (\$150 million) provided in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the SUBRECIPIENT has certain, specialized experience in providing park and recreation services and

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to provide park and recreation support; services to individuals and small businesses during and post the COVID-19 crisis; and

WHEREAS, the services to be performed by SUBRECIPIENT pursuant to this contract will serve to provide direct services to construct the Walerga Park Improvement project, and related COVID-19 support services to benefit Sacramento County and its residents; and

WHEREAS, the SUBRECIPIENT has proposed to provide the requested services for the compensation described herein; and

WHEREAS, the services to be provided by SUBRECIPIENT are not services provided by County employees and; therefore, not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, the services to be provided by SUBRECIPIENT are authorized by Government Code Section 31000; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2024-0669, under which, and on behalf of the County of Sacramento, the Director of Regional Parks, or designee, is authorized to execute an agreement for the services to be provided by SUBRECIPIENT; and

WHEREAS, COUNTY AND SUBRECIPIENT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SUBRECIPIENT agree as follows:

**I. SCOPE OF SERVICES**

SUBRECIPIENT shall provide services in the amount, type and manner described in Exhibits A, attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above through December 31, 2026.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Sacramento County Regional Parks  
Attn: Liz Bellas, Director  
10361 Rockingham Dr., Ste.100  
Sacramento, CA 95827

TO SUBRECIPIENT

Sunrise Recreation and Park District  
Kevin Huntzinger, District Administrator  
7801 Auburn Blvd  
Citrus Heights, CA 95610

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

SUBRECIPIENT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances; including, but not limited to, the additional Federal Provisions set forth in Exhibits D and E, and any other applicable American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Fund provisions.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

A. SUBRECIPIENT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. SUBRECIPIENT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. SUBRECIPIENT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

SUBRECIPIENT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to SUBRECIPIENT'S services.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBRECIPIENT hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. SUBRECIPIENT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of SUBRECIPIENT'S services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF SUBRECIPIENT**

- A. It is understood and agreed that SUBRECIPIENT (including SUBRECIPIENT's employees) is an independent SUBRECIPIENT and that no relationship of employer-employee exists between the parties hereto. SUBRECIPIENT's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to SUBRECIPIENT under the provisions of this agreement; and as an independent SUBRECIPIENT, SUBRECIPIENT hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that SUBRECIPIENT in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by SUBRECIPIENT for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by SUBRECIPIENT, such person shall be entirely and exclusively under the direction, supervision, and control of SUBRECIPIENT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by SUBRECIPIENT, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent SUBRECIPIENT and not an employee of County, neither the SUBRECIPIENT nor SUBRECIPIENT's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. SUBRECIPIENT shall not be covered by worker's compensation; nor shall SUBRECIPIENT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that SUBRECIPIENT must issue W-2 and 941 Forms for income and employment tax purposes, for all of SUBRECIPIENTs assigned personnel under the terms and conditions of this agreement.

**X. SUBRECIPIENT IDENTIFICATION**

SUBRECIPIENT shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: SUBRECIPIENT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to SUBRECIPIENT.

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. SUBRECIPIENT's failure to comply with state and federal child, family and spousal support reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. SUBRECIPIENT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. SUBRECIPIENT shall complete and return SUBRECIPIENT Certification of Compliance forms at the same time SUBRECIPIENT returns the executed copies of this Agreement.

**XII. BENEFITS WAIVER**

If SUBRECIPIENT is unincorporated, SUBRECIPIENT acknowledges and agrees that SUBRECIPIENT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should SUBRECIPIENT or any employee or agent of SUBRECIPIENT seek to obtain such benefits from COUNTY, SUBRECIPIENT agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. RETIREMENT BENEFITS/STATUS**

SUBRECIPIENT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, SUBRECIPIENT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by SUBRECIPIENT under this Agreement. SUBRECIPIENT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on SUBRECIPIENT's provision of services under this Agreement.

**XIV. CONFLICT OF INTEREST**

SUBRECIPIENT and SUBRECIPIENT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. SUBRECIPIENT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, SUBRECIPIENT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**XVI. GOOD NEIGHBOR POLICY**

- A. SUBRECIPIENT shall comply with COUNTY's Good Neighbor Policy. SUBRECIPIENT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  - 1. Provision of parking adequate for the needs of its employees and service population;
  - 2. Provision of adequate waiting and visiting areas;
  - 3. Provision of adequate restroom facilities located inside the facility;
  - 4. Implementation of litter control services;
  - 5. Removal of graffiti within seventy-two hours;
  - 6. Provision for control of loitering and management of crowds;
  - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  - 8. Participation in area crime prevention and nuisance abatement efforts; and
  - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of SUBRECIPIENT's facility, services and actual impacts on the neighborhood in which such facility is located.

- B. SUBRECIPIENT shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to SUBRECIPIENT's compliance with the required good neighbor practices specified in this Section. SUBRECIPIENT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. SUBRECIPIENT shall comply with all applicable public nuisance ordinances.
- D. SUBRECIPIENT shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which SUBRECIPIENT's site is located.
- E. If COUNTY finds that SUBRECIPIENT has failed to comply with the Good Neighbor Policy, COUNTY shall notify SUBRECIPIENT in writing that corrective action must be taken by SUBRECIPIENT within a specified time frame. If SUBRECIPIENT fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to SUBRECIPIENT under this Agreement.
- F. SUBRECIPIENT's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

**XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. SUBRECIPIENT agrees and assures COUNTY that SUBRECIPIENT and any SUBCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. SUBRECIPIENT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. SUBRECIPIENT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. SUBRECIPIENT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

D. SUBRECIPIENT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

## **XVIII. INDEMNIFICATION**

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of SUBRECIPIENT, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of SUBRECIPIENT, its employees, or SUBRECIPIENT's subconsultants or subcontractors at any tier, or any other party for which SUBRECIPIENT is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to SUBRECIPIENT. Upon receipt of tender, SUBRECIPIENT shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. SUBRECIPIENT shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by SUBRECIPIENT or SUBRECIPIENT'S SUBCONTRACTORS at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

## **XIX. INSURANCE**

Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of SUBRECIPIENT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to SUBRECIPIENT



under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

**XX. INFORMATION TECHNOLOGY ASSURANCES**

SUBRECIPIENT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by SUBRECIPIENT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XXI. WEB ACCESSIBILITY**

SUBRECIPIENT shall ensure that all web sites and web applications provided by SUBRECIPIENT pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

**XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement, and as identified in Attachment A, Federal Funding Identification and Schedule.
- B. SUBRECIPIENT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis for services performed during the previous month. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice. The payment shall only occur after the COUNTY reviews the GRANTEE's reimbursement request to ensure that expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless SUBRECIPIENT has obtained prior written COUNTY approval to the contrary.
- D. The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds

that may be established by the US TREASURY during the term of this Agreement.

- E. SUBRECIPIENT shall maintain for five years following termination of this Agreement full and complete documentation of all services and expenditures associated with the use of funds covered under this Agreement.
- F. In the event SUBRECIPIENT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

### **XXIII. LEGAL TRAINING INFORMATION**

If under this Agreement SUBRECIPIENT is to provide training of County personnel on legal issues, then SUBRECIPIENT shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

### **XXIV. SUBCONTRACTS, ASSIGNMENT**

- A. SUBRECIPIENT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. SUBRECIPIENT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement including any and all insurance requirements. SUBRECIPIENT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

SUBRECIPIENT shall attach and apply all terms and conditions in Exhibits D and E, as applicable, to all subcontracts, and shall require that all subcontractors of all levels comply with and attach and apply these terms and conditions to their subcontracts, if any, as applicable.

This Agreement is not assignable by SUBRECIPIENT in whole or in part, without the prior written consent of COUNTY.

### **XXV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXVI. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and SUBRECIPIENT in the same manner as if they were expressly named.

**XXVII. TIME**

Time is of the essence of this Agreement.

**XXVIII. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXIX. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of Regional Parks, or his/her designee.

**XXX. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, SUBRECIPIENT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XXXI. TERMINATION**

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to SUBRECIPIENT and it is later determined that SUBRECIPIENT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to SUBRECIPIENT should SUBRECIPIENT materially fail to

perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to SUBRECIPIENT and it is later determined that SUBRECIPIENT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to SUBRECIPIENT that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY's Adopted or Adjusted Budget; 2) the COUNTY is advised the funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated, and/or reallocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under paragraph A or C above, SUBRECIPIENT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, SUBRECIPIENT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of SUBRECIPIENT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay SUBRECIPIENT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. SUBRECIPIENT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that SUBRECIPIENT can legally cancel.

## **XXXII. REPORTS**

- A. SUBRECIPIENT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning SUBRECIPIENT's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. SUBRECIPIENT agrees that, pursuant to Government Code section 7522.56, SUBRECIPIENT shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS).
- C. SUBRECIPIENT further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its

employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

### **XXXIII. AUDITS AND RECORDS**

- A. COUNTY or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, SUBRECIPIENT'S financial and program records as necessary to determine SUBRECIPIENT'S compliance with legal and grant agreement requirements and the correctness of claims submitted by SUBRECIPIENT. SUBRECIPIENT shall maintain such records for a period of at least five years following the expenditure of all funds by the County or after December 31, 2026, and shall make them promptly available for copying upon COUNTY'S request. COUNTY shall have the right to withhold any payment under this Agreement until SUBRECIPIENT has provided access to its financial and program records related to this Agreement.
- B. If SUBRECIPIENT expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and SUBRECIPIENT shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.
- C. In addition to the OMB requirements of paragraph B of this section, COUNTY requires SUBRECIPIENT to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor's report and notes is required from SUBRECIPIENT when COUNTY has awarded contracts totaling \$150,000 or more for any twelve-month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
  2. Annual Reviewed financial statements are required from SUBRECIPIENT when COUNTY has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve-month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
  3. Should any audit findings be noted in the Audit or Review SUBRECIPIENT must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.

4. If management letters are issued by a Certified Public Accountant separate from the audit, SUBRECIPIENT is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

D. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract. If SUBRECIPIENT'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

E. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

F. Submittal and Due Dates for Audits or Reviews

SUBRECIPIENT shall provide to COUNTY a copy of the Audit or Review, as required in this section, due six months following the end of SUBRECIPIENT'S fiscal year. Audit or Review shall be sent to:

County of Sacramento  
Sacramento County Regional Parks  
Attn: Liz Bellas, Director  
10361 Rockingham Dr., Ste.100  
Sacramento, CA 95827

G. Request for Extension of Due Date

SUBRECIPIENT may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

County of Sacramento  
Sacramento County Regional Parks  
Attn: Liz Bellas, Director  
10361 Rockingham Dr., Ste.100  
Sacramento, CA 95827

H. Past Due Audit/Review

COUNTY may withhold payments due to SUBRECIPIENT from all past, current and future contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

**XXXIV. EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

**XXXV. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and SUBRECIPIENT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and SUBRECIPIENT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXXVI. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXVII. FORCE MAJEURE**

Neither SUBRECIPIENT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXVIII. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**XXXIX. COVID-19 REQUIREMENTS**

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to the COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. CONTRACTOR shall make any reasonable corrections that COUNTY requests to such plans.

**XL. ECONOMIC SANCTIONS**

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

**XLI. INCORPORATION OF EXHIBITS AND ATTACHMENTS.**

The Exhibits and Attachments attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

**XLII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**XLIII. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO,**

**SUBRECIPIENT,**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date:

Date:

CONTRACT AND SUBRECIPIENT TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A to Agreement between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and SUNRISE RECREATION & PARK  
DISTRICT hereinafter referred to as "SUBRECIPIENT"**

Federal Funding Identification and Schedule  
Required Pursuant to 2 CFR 200.332

Subrecipient name (which must match the name associated with its unique entity identifier):	Sunrise Recreation & Park District
Subrecipient's unique entity identifier:	HHYFR7TRQ8N5
Federal Award Identification Number (FAIN):	HR 1319, Title IX, Subtitle M, Section 9901
Federal Award Date (date when the Federal award is signed by the authorized official of the Federal awarding agency) of award to the recipient by the Federal agency:	05/19/2021
Subaward Period of Performance Start and End Date:	Start: Date of execution End: December 31, 2026
Subaward Budget Period Start and End Date:	Start: Date of execution End: December 31, 2026
Amount of Federal Funds Obligated by this action by the pass-through entity (Sacramento County) to the subrecipient:	\$45,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:	\$45,000
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	\$45,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	U.S. Department of Treasury  Sacramento County, CA
Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):	21.027 Coronavirus Local Fiscal Recovery Fund (CLFRF)
Is the award for research and development?	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414:	10% de minimis indirect cost rate

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**SCOPE OF SERVICES**

**DESCRIPTION OF SERVICES**

The Walerga Park Improvement project will include the purchase and installation of two goalphers that will be placed on the existing basketball court. Cyclone fencing will also be installed around all four sides of the basketball court. This project will convert the basketball courts into a multisport facility that will support soccer, hockey, futsal, and basketball.

The real property is situated in the State of California, County of Sacramento, and are described as follows:

**Walerga Park:**

Lot A, as shown on the official plat of "Palmgate", recorded in the office of the County Recorder of Sacramento County on January 11, 1978, in Book 117 of Maps, Map No. 22.

**APN: 220-0660-045-000**

SUBRECIPIENT will enter into all contracts for services and construction by December 31, 2024, with all costs incurred by December 31, 2026.

Subrecipient shall be responsible for meeting the objectives of this Subaward in a manner that is deemed satisfactory by the COUNTY and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, this Agreement.

Subrecipient shall comply with conditions of improving real property with ARPA funds as outlined in 2 CFR 200 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.

Subrecipient agrees that a Notice of Federal Interest shall be recorded against the Parcel(s) APN: 272-0300-025-0000 where the project is being constructed, a copy of which is attached. The notice shall represent the County participatory share of ARPA funding, \$45,000 for capital improvements.

RECORDING REQUESTED BY:  
**COUNTY OF SACRAMENTO**  
Regional Parks

WHEN RECORDED MAIL TO:  
**COUNTY OF SACRAMENTO**  
Regional Parks  
Attn: Veronica Thorley  
10361 Rockingham Dr., Ste.100  
Sacramento, CA 95827

Mail Code 66-001

SPACE DIRECTLY ABOVE RESERVED FOR RECORDERS USE.

**NOTICE OF FEDERAL INTEREST**

**No Fee Document - Per Government Code 27383**

**APN: 220-0660-045-0000**

On September 24, 2024 the of Sacramento -Board of Supervisors adopted Resolution No. 2024-0669, authorizing the Director of Sacramento County Regional Parks, or their designee, to execute an agreement for the services to be provided by SUNRISE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq., \$45,000.00 using American Rescue Plan Act of 2021 (ARPA) funds to complete capital improvements at Walerga Park, 4901 Palm Avenue, Sacramento Ca, 95841.

The real property is situated in the State of California, County of Sacramento, and are described as follows:

**Walerga Park:**

Lot A, as shown on the official plat of "Palmgate", recorded in the office of the County Recorder of Sacramento County on January 11, 1978, in Book 117 of Maps, Map No. 22.

APN: 220-0660-045-000

The award for the capital improvements of the aforementioned property includes conditions on use of the property and provides for County of Sacramento Regional Parks continuing interest in the property. Specifically, the property (1) shall be used for the originally authorized purpose as long as needed for that purpose with ARPA and any program regulations governing the reimbursement funds under which the property was improved; (2) shall not be mortgaged or otherwise used as collateral without written approval from the Sacramento County Regional Parks Director; (3) may be disposed of by the SUNRISE RECREATION AND PARK DISTRICT after compensating the County of Sacramento Regional Parks for its participatory share, selling the property and compensating the Sacramento County Regional Parks for its participatory share, transferring title to Sacramento County Regional Parks, or by transferring title to a third party approved by the Sacramento County

Regional Parks Director. These conditions are in accordance with the statutory provisions set forth in American Rescue Plan Act of 2021.

These conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to and approved in writing by the Sacramento County Regional Parks Director.

Owning Entity: SUNRISE RECREATION AND PARK DISTRICT

Signature: \_\_\_\_\_

Typed Name: Kevin Huntzinger,

Title: District Administrator

Date: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
notary public, name of notary officer  
date

personally appeared \_\_\_\_\_,  
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

-----OPTIONAL SECTION-----

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

\_\_\_\_\_  
Title(s)

- PARTNER(S)        LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

**SIGNER IS REPRESENTING:**  
**Name of Person(s) or entity(ies)**

**OPTIONAL SECTION:**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES \_\_\_\_\_ DATE \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**I. COUNTY OF SACRAMENTO INSURANCE REQUIREMENTS**

Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by SUBRECIPIENT, its agents, representatives, employees, or SUBRECIPIENTS. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require SUBRECIPIENT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**II. VERIFICATION OF COVERAGE**

SUBRECIPIENT shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that SUBRECIPIENT provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

**III. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance. SUBRECIPIENT has no paid employees. See signed Statement of no Workers' Compensation/Employer's Liability coverage.
- D. UMBRELLA: Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- E. Professional Liability or Errors and Omissions Liability insurance appropriate to SUBRECIPIENT's profession.
- F. Cyber Liability Including Identity Theft, Information Security and Privacy Injury. Coverage shall include, but is not limited to: 1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach 2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. 3. Administrative expenses for forensic expenses and legal services 4. Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. 5. Identity event service expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.

#### IV. **MINIMUM LIMITS OF INSURANCE**

SUBRECIPIENT shall maintain limits no less than:

##### A. GENERAL LIABILITY:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp Ops:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000



B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$25,000 per person, \$50,000 each accident, \$50,000 property damage.
- C. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.
- D. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate.

V. **DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

VI. **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by SUBRECIPIENT.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VII. **OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

A. ALL POLICIES:

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-. VII. County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

**MAINTENANCE OF INSURANCE COVERAGE:** The SUBRECIPIENT shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

SUBRECIPIENT is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed.

SUBRECIPIENT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**B. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:**

1. **ADDITIONAL INSURED STATUS:** COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied or used by SUBRECIPIENT; or automobiles owned, leased, hired or borrowed by SUBRECIPIENT. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this agreement, SUBRECIPIENT'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of SUBRECIPIENT'S insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** SUBRECIPIENT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** SUBRECIPIENT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by SUBRECIPIENT'S subcontractor.

**C. WORKERS' COMPENSATION:**

**WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by SUBRECIPIENT.

**D. NOTIFICATION OF CLAIM**

If any claim for damages is filed with SUBRECIPIENT or if any lawsuit is instituted against SUBRECIPIENT, that arise out of or are in any way connected with SUBRECIPIENT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, SUBRECIPIENT shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**COMPENSATION**

**1. MAXIMUM PAYMENT TO SUBRECIPIENT**

The Maximum Total Payment Amount under this Agreement is: \$45,000

**2. SUBMISSION OF INVOICES**

SUBRECIPIENT shall submit an invoice in accordance with the procedures prescribed by COUNTY. Invoices shall be submitted to COUNTY on a quarterly basis, no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice.

SUBRECIPIENT shall include the following information on all invoices:

1. Grant Agreement Number: PARKS-ARPA-013
2. Project Name: Walerga Park Improvements
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided, Respective Compensation Requested, and certification from SUBRECIPIENT'S financial officer that invoiced expenses were incurred by SUBRECIPIENT
6. Any other information deemed necessary by SUBRECIPIENT and/or COUNTY.

**3. COMPENSATION COMPONENTS**

Compensation for services rendered under this Agreement shall be in accordance with the fee schedules, as summarized above. Services rendered shall be billed at the usual customary rates for the services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by SUBRECIPIENT shall not exceed the Maximum Total Payment Amount indicated above.

**4. ITEMIZED TASKS AND SUBTASKS**

If SUBRECIPIENT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. SUBRECIPIENT shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be re-evaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total

compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

**5. WORK NOT IN SCOPE OF SERVICES**

SUBRECIPIENT shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that SUBRECIPIENT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds, if any, for such work, or an amendment providing for an adjustment in SUBRECIPIENT's compensation is approved and executed by both parties.

**6. NOTIFICATION OF 50% AND 100% EXPENDITURE OF COMPENSATION**

SUBRECIPIENT shall notify COUNTY'S Project Manager in writing upon expenditure of fifty percent (50%) of the authorized Agreement amount and upon one hundred percent (100%) of the authorized Agreement amount.

**7. PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, COUNTY shall address and submit payments to SUBRECIPIENT at address in the Notice provision of this Agreement.

SUBRECIPIENT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

**8. BUDGET REVISION REQUESTS**

A request for line item transfers within budget categories must be made prior to any expenditure made using requested budget changes. The line item transfers may be approved, provided such transfers do not exceed the total Agreement amount and do not compromise the intent of the program/services.

**EXHIBIT D to Agreement**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY," and**  
**SUNRISE RECREATION & PARK DISTRICT,**  
**hereinafter referred to as "SUBRECIPIENT"**

**FEDERAL SUBAWARD AMERICAN RESCUE PLAN ACT 2021**  
**REQUIREMENTS**

The terms of this Exhibit shall apply to Subrecipient, and all of its subcontractors, subrecipients, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement, as relevant. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Subrecipients who receive funding under the American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Fund shall comply with all ARPA-applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent U.S. Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws. This Exhibit includes key provisions of the ARPA set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- A. **Subrecipient Acknowledgement.** The Subrecipient acknowledges that it is a subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR") 200.93.
- B. **Subrecipient Compliance with Federal Award.** At all times during which the Subrecipient is performing under this Agreement, the Subrecipient shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.
- C. **Compliance with the Federal Uniform Guidance.** The Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the "Uniform Guidance") when meeting its obligations under this Agreement. The Uniform Guidance can be found at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.
- D. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not

alleviate the Subrecipient from its obligation to comply with any such applicable provisions.

E. **Federal Agency Guidance Obligations.** By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 and any and all relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance. Subrecipient is required to comply with the Coronavirus State and Local Fiscal Recovery Fund Federal Provisions: COVID-19 State and Local Fiscal Guidance for State, Territorial, Local and Tribal Governments found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>; U.S. Treasury COVID-19 State and Local Fiscal Recovery Fund - Final Rule found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>; COVID-19 U.S. Treasury State and Local Fiscal Recovery Funds: Overview of the Final Rule found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>; COVID-19 State and Local Fiscal Recovery Fund Frequently Asked Questions found at: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>; COVID-19 State and Local Fiscal Recovery Fund Fact Sheet found at: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>; U.S. Treasury Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds found at: <https://www.cfo.gov/assets/files/Treasury%20SLFRF%20Compliance%20Supplement%20Addendum%201%20PDF.pdf>; and any other federal agency guidance relevant to this Agreement.

F. **Prohibition on Duplicative Funding.** The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.

G. **Audits and Records**

COUNTY or its designee and the United States Department of the Treasury Office of Inspector General or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, Subrecipient's financial and program records as necessary to determine compliance with legal and grant agreement requirements and the correctness of claims submitted by Subrecipient. Subrecipient shall maintain such records for a period of at least five years following the expenditure of all funds by the County or after December 31, 2026, and shall make them promptly available for copying upon request.

If Subrecipient expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and Subrecipient shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.

- H. **Grant Subaward.** The Subrecipient shall enter into a written grant subaward agreement for each subaward of ARPA funds that the Subrecipient makes to a subrecipient. The Subrecipient shall ensure that each written grant subaward agreement for a subaward of ARPA funds imposes on the subrecipient all the obligations that this agreement imposes on the Subrecipient.
- I. **Subcontract.** The Subrecipient shall enter into a written contract when it purchases goods or services using ARPA funds. All procurement contracts using ARPA funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain 2 CFR Part 200 Appendix II provisions, listed in Exhibit E of this Agreement, as applicable.
- J. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- K. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (“**Remedies for Noncompliance**”), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or County may impose, and the Federal Awarding Agency or County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County;
  2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate this Agreement;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;
  5. Withhold further Federal Awards for the project or program; or
  6. Take other remedies that may be legally available.
- L. **Non-Obligation by Federal Government.** The Federal Government is not a party



to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

- M. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre- approval therefrom.
- N. **Suspension and Debarment.** The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.
- O. **Federal Non-Discrimination.**
  - 1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
  - 2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
  - 3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
  - 4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- P. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.
- Q. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Subrecipient’s actions pertaining to this Agreement.
- R. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- S. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:

- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- T. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a SUBRECIPIENT of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (“**Procurement of Recovered Materials**”). For the purposes of this provision, the Subrecipient does not meet the applicable definition of “SUBRECIPIENT” of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.
- U. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and disclose to the County any lobbying with non-federal funds that

takes place in connection with obtaining any federal award.

- V. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Subrecipient shall:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
  2. Report each violation of the Clean Air Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
  3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- W. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Subrecipient shall:
- a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
  - b. Report each violation of the Federal Water Pollution Control Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
  - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- X. **SUBRECIPIENT Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:
1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on SUBRECIPIENT employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold.

Y. **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

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

**EXHIBIT E to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**FEDERAL CONTRACTING PROVISIONS**

**Appendix II to Part 200: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – AMERICAN RESCUE PLAN ACT (ARPA) OF 2021**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Subrecipient shall include the terms of this Exhibit in all contracts executed for performance of services provided pursuant to this Agreement, as applicable.

**(A) Remedy for Breach.** Contracts in excess of \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B) Termination for Cause.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented

by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) Procurement of recovered materials, § 200.323:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(K) Prohibition on certain telecommunications and video surveillance services or equipment, § 200.216:**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

**(L) Domestic preferences for procurements, § 200.322:**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(M) Assurance of Compliance with Civil Rights Requirements**

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the



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

**(N) Access to Records**

- a. The Contractor agrees to provide the County of Sacramento, the primary subrecipient of the federal funding, if any, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the Federal Awarding Agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**(O) Federal Awarding Agency Seal, Logo, and Flags.**

The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific pre-approval.

**(P) Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

**(Q) No Obligation by the Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**(R) Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**EXHIBIT F to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY," and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**SUBRECIPIENT CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) SUBRECIPIENT hereby certifies:

(a) the SUBRECIPIENT is a government or non-profit entity (exempt),  Yes  No

(b) the SUBRECIPIENT has no Principal Owners (25% or more) (exempt),  Yes  No

(c) each Principal Owner (25% or more),  
does not have any existing child support orders,  Yes  No

(d) SUBRECIPIENT'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.  Yes  No

2) SUBRECIPIENT shall certify that each of the following statements is true:

- a. SUBRECIPIENT has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. SUBRECIPIENT has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing [dcssbiddercompliance@saccounty.net](mailto:dcssbiddercompliance@saccounty.net).

SUBRECIPIENT: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT G to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

SUBRECIPIENT agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if SUBRECIPIENT is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that SUBRECIPIENT named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that SUBRECIPIENT is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

**SUBRECIPIENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT H to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SUNRISE RECREATION & PARK DISTRICT,  
hereinafter referred to as "SUBRECIPIENT"**

**Byrd Anti-Lobbying Amendment**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT, City of Galt, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of SUBRECIPIENT's Authorized Official:

\_\_\_\_\_ Date \_\_\_\_\_