

SUBAWARD

Subrecipient Legal Name:	City of West Sacramento		
Subaward Project Title:	Bryte Park		
Subaward/Project Number:	CIP 62138		
Subaward Project Period:	Start: 1/1/2023	End:	12/31/2024
Amount Funded:	\$2,490,273		
Federal Awarding Agency:	Department of the Treasury	Federal Award Number:	N/A
CFDA Number:	21.207	CFDA Title:	Coronavirus State and Local Fiscal Recovery Funds

- Attachments: Attachment 1 – Subaward Terms and Conditions
Attachment 2 – General Terms and Conditions
Attachment 3A – County Contacts
Attachment 3B – Subrecipient Contacts
Attachment 4 – Reporting Requirements
Attachment 4A – ARP Performance Measures Template
Attachment 5 – Statement of Work
Attachment 6 –Budget Information
Attachment 7 – Insurance Requirements


The County of Yolo hereby awards a subaward, as described above, to Subrecipient. In its performance of subaward work, Subrecipient is an independent entity and not an employee or agent of the County.

SUBRECIPIENT

Signature of Authorized Official:		Date Signed:	
Authorized Official Name:	Aaron Laurel		
Authorized Official Title:	City Manager		

COUNTY OF YOLO

Signature of Authorized Official:		Date Signed:	
Authorized Official Name:			
Authorized Official Title:			

Signature of County Counsel:		Date Signed:	7/5/2023
Name:	Kimberly Hood, Assistant County Counsel		

ATTACHMENT 1 – SUBAWARD TERMS AND CONDITIONS

1. Payment provisions

Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred for the approved Project. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference County's Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the County's Financial Contact, as shown in Attachment 3A.

A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to County's Financial Contact, as shown in Attachment 3A, NOT LATER THAN 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Subrecipient also agrees that it must immediately return to the County any funds expended by the Subrecipient under this Subaward, which are later determined by the Federal government, the State of California, the County, or representatives thereof, not to have been allowable under applicable State of federal laws and regulations.

2. Amendments and Other Changes

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the other party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3.

The County may issue non-substantive changes to the Project Period and budget unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

3. Termination

Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. County shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 74 Appendix IX, as applicable.

4. Certification

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the

terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Terms and Conditions of the Federal Awarding Agency, as referenced in Attachment 1. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

5. Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the County.

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. 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.

6. Civil Rights Compliance

By signing this Subaward, the Subrecipient certifies that it will comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including that Subrecipient shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

7. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation

in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

8. Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable.

Per California Government Code §8546.7, this Subaward is a contract that is subject to the examination and audit of the California State Auditor.

If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

9. Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

10. Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

11. Flow Down to Subrecipients

The Subrecipient shall require that the language of the certifications above in this Attachment 1 and in Attachment 2 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.

12. Additional Terms and Conditions Incorporated by Reference

By signing this Subaward, Subrecipient agrees to the following:

- A. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>
- B. 2 Code of Federal Regulations 200 available at www.ecfr.gov.

- C. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
- D. To abide by the conditions on activities funded by this subaward, the Subrecipient agrees to perform its activities consistent with the Accounting Handbook for Community-Based Organizations and the Contract Administration Manual for Community-Based Organizations, incorporated herein by reference and available at:
<https://www.yolocounty.org/business/community-based-organization-cbo-resources>

13. Insurance

Subrecipient, at their sole cost and expense, shall obtain and maintain throughout the entire term of this Subaward, the insurance set forth in Attachment 7 attached hereto.

Subrecipient shall not commence services until Subrecipient has submitted all the insurance required and such insurance has been approved by the County. All insurance shall be sent to the County's Procurement Division at procurement@yolocounty.org for review and approval.

14. Compliance with Economic Sanctions

Pursuant to California State Executive Order N-6-22 ("Executive 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 Executive Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Executive Order is in effect.

Subrecipient is required to comply with the Executive Order and take steps in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities.

15. California Labor Code requirements; prevailing wage

Subrecipient is aware of the requirements of the California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Subrecipient agrees to fully comply with such Prevailing Wage Laws. Subrecipient shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section

1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all Subcontractors performing such services must be registered with the Department of Industrial Relations. Subrecipient shall maintain registration for the duration of the Project and require the same of any Subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Subrecipient's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Subrecipient's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Subrecipient or any subcontractor that affect Subrecipient's performance of services, including any delay, shall be Subrecipient's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Subrecipient caused delay and shall not be compensable by the County. Subrecipient shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Subrecipient or any subcontractor.

ATTACHMENT 2 – GENERAL TERMS AND CONDITIONS

1. Indemnification

To the fullest extent allowed by law, Subrecipient shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon this Agreement or the performance or nonperformance of the project(s) described herein for which the funds are being awarded to Subrecipient, except to the extent caused by the sole negligence or willful misconduct of the County, or the County's officers, agents, or employees. Subrecipient responsibility for such defense and indemnity obligations shall survive the termination or completion of this Subaward for the full period of time allowed by law. The defense and indemnification obligations of this Subaward are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Subaward.

2. Compliance with applicable laws and regulations

Subrecipient shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Subrecipient shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Subrecipient has violated any applicable law or regulation.

3. Conflict of Interest

- A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 (Political Reform Act), and regulations enacted by the California Fair Political Practices Commission.
- B. Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Subrecipient's obligations and responsibilities hereunder. Subrecipient further covenants that in the performance of this Subaward, no person having any such interest shall be employed by Subrecipient. This covenant shall remain in force until Subrecipient completes performance of the services required of it under this Subaward.
- C. Subrecipient agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Subrecipient will immediately inform the County and provide all information needed to resolve the question.

4. Availability of funds

This Subaward is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Subrecipient pursuant to this Subaward. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Subaward, the County may terminate this Subaward by giving ten (10) days advance written notice thereof to the Subrecipient, in which even the County shall

have no obligation to pay the Subrecipient any further funds or provide other consideration and the Subrecipient shall have no obligation to provide any further services under this Subaward.

5. Default

If Subrecipient fails to perform any part of this Subaward, the County may notify the Subrecipient's Administrative Contact of the default and Subrecipient shall remedy the default within 30 days after notification. If Subrecipient fails to do so, then, in addition to any other remedy that County may have, County may terminate this Subaward and withhold any or all payments otherwise owed to Subrecipient pursuant to this Subaward.

6. Licensure

Subrecipient certifies that they shall hold all applicable licenses and/or certifications required by Subrecipient's profession and maintain them throughout this Subaward, and that Subrecipient's performance shall meet the standards of licensure/certification.

7. Independent Contractor

Subrecipient understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

8. Confidentiality

Subrecipient will hold in confidence all information disclosed to or obtained by Subrecipient which relates to activities under this Subaward and/or to the County plans or activities, except to the extent required by law. All documents and information developed under this Subaward and all work products, reports, and related data and materials shall become the property of the County. Subrecipient shall deliver all of the foregoing to the County upon completion of the services hereunder, or upon earlier termination of this Subaward. In addition, Subrecipient shall retain all of its own records regarding this Subaward and the services provided hereunder for a period of not less than five (5) years from the end of the Subaward, and shall make them available to County for audit and discovery purposes.

9. Entire Subaward

This Subaward constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Subaward may only be amended as specified in Attachment 1, Section 2, and any other purported amendment shall be of no force or effect. This Subaward, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

10. Execution

This Subaward shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Subaward shall be filed and resolved in a California State court located in Woodland, California.

ATTACHMENT 3A – COUNTY CONTACTS

Legal Name:	County of Yolo		
Legal Address:	625 Court Street., Room 102 Woodland, CA 95695		
Website:	www.yolocounty.org		
County Contacts			
Grant Project Manager:	<u>Ryan Pistochini, Director of General Services</u>		
Email:	ryan.pistochini@yolocounty.org	Telephone Number:	530-405-5005
Administrative Contact:	<u>John Rowe, American Rescue Plan Project Coordinator</u>		
Email:	john.rowe@yolocounty.org	Telephone Number:	530-666-5775
COI Contact Email:	procurement@yolocounty.org		
Financial Contact:	<u>Tom Haynes, Assistant Chief Financial Officer</u>		
Email:	Tom.Haynes@yolocounty.org	Telephone Number:	530-666-8190 ext. 8162
Email Invoices:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Email (if different):	ARP@yolocounty.org
Authorized Official:	<u>Tonia Murphy, Manager of Procurement</u>		
Email:	tonia.murphy@yolocounty.org	Telephone Number:	530-406-4830
Administrative and Grant Project Manager Address:			
Name:	John Rowe, American Rescue Plan Project Coordinator		
Address:	County Administrator's Office County of Yolo 625 Court Street, Room 202 Woodland, CA 95695		
Invoice Address:			
Name:	Tom Haynes, Assistant Chief Financial Officer		
Address:	Financial Services County of Yolo 625 Court Street, Room 102 Woodland, CA 95695		

ATTACHMENT 4 – REPORTS AND COMPLIANCE

Subrecipient agrees to submit the following reports and comply with other requirements as specified below:

Technical

- Monthly technical/progress report will be submitted to the County's Grant Project Manager Contact within 30 days after the end of the month.
- Quarterly technical/progress report will be submitted to the County's Administrative Contact within 21 days after the end of each project quarter.
- Annual technical/progress report will be submitted 30 days before the end of the budget period to the County's Administrative Contact. Such report shall also include a detailed budget for the next budget period and, if applicable, updates to subrecipient key personnel
- A Final technical/progress report will be submitted to the County's Administrative Contact within 60 days after the end of the period of performance.
- Technical/progress report as may be required by the County's Grant Project Manager Contact for the County to satisfy its reporting obligations to the Federal Awarding Agency.

Other

- Subrecipient to participate in County-provided technical assistance training within 30 days of contract execution. Subrecipient may not obligate funds under this Subaward until this training is completed.
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by County Federal Award:

Attachment 4A – ARP Performance Measures Template

Project Name

Program Lead & Contact Information (phone, email address)				
Erin Rivas, West Sacramento Parks & Recreation Business Manager, erinr@cityofwestsacramento.org				
Program Purpose Statement				
Develop plans for, and construct new and enhanced park elements a Bryte Park at parcel APN 014-580-002				
Performance Measures Framework	Outcome Measure	Data Collection Method	Data Tracking Frequency	Outcome Link to ARP Narrative
How much did we do?	Design documents	Percent of design documents completed.	Quarterly	The City desires to design new and enhanced park elements in Bryte Park.
How well did we do it?	Project bidding occurs	Yes/No whether project advanced to bidding phase	Quarterly	The City desires to build/construct/install new and enhanced park elements in Bryte Park.
Is anyone better off?	Park Acreage Renewed	# of park acreage renewed	Quarterly	The City seeks to renew Bryte Park.
	People served	# increase in the capacity of people served	Quarterly	Increase in number of people who can use Bryte Park due to renewal and enhanced park elements.

ATTACHMENT 5 – STATEMENT OF WORK

1. Subrecipient shall perform the deliverables, services, and tasks as specified in the statement of work Below; or Attached - _____ pages. Subrecipient shall obtain written approval from County prior to any changes to this statement of work.

The Subrecipient shall use this award for to implement the Bryte Park Master Plan, by designing, developing, and/or constructing the improvements on the Project site mentioned in the Bryte Park Master Plan. The Project site is located on Assessor’s Parcel Number 014-580-002.

Acknowledgment of Credit and Signage

The Subrecipient shall include appropriate acknowledgement of credit to the County of Yolo for its support when promoting the Project or using any data and/or information developed under this Subaward. Signage shall be posted in a prominent location at the Project site(s) and shall include the County of Yolo color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the County of Yolo.”

ATTACHMENT 6 – BUDGET INFORMATION

Below or Attached - _____ pages

Budget Line Item	Amount
Professional Services/Consultants	\$2,490,273
Program Supplies	\$0
Direct Support to Providers	\$0
Expense Reimbursement	\$0
Total	\$2,490,273

The City intends to use this grant to obtain architectural & engineering services to design improvements and enhancements at Bryte Park. This work will lead to a bid package for construction services to implement the design. Grant funding will also cover environmental and permitting expenses associated with the project.

Project Milestones:

6/28/2023 - Design Contract awarded by City Council for Bryte Park Master Plan Full Design

9/30/2023 - 35% Design Plans

12/31/2023 - 50% Design Plans

1/17/2023 – 50% Design Plans/Phasing Approach/O&M Analysis to City Council for direction

4/15/23 - 100% Design Plans

Summer 2024 - Bid Construction Phase

Fall 2024 - Construction Begins

ATTACHMENT 7 – INSURANCE REQUIREMENTS

- A. During the term of this Subaward, Subrecipient shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. Comprehensive General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. Professional Liability/Malpractice/Errors and Omissions – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Subrecipient must provide this insurance. If not, then this requirement does not apply.)
 - d. Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. It shall be a requirement under this Subaward that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Subaward; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Subrecipient’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this Subaward may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
 3. Said policies shall remain in force through the life of this Subaward and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the

County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Subrecipient changes insurance carriers Subrecipient shall purchase “tail” coverage covering the term of this Subaward and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Subrecipient changes to a new carrier prior to receipt of any payments due.

4. The Subrecipient shall declare all aggregate limits on the coverage before commencing performance of this Subaward, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Subaward as set forth above are available throughout the performance of this Subaward.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Subrecipient, its officers, employees, agents and volunteers arising out of or in connection with this Subaward.
 9. For any claims relating to this Subaward, the Subrecipient's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Subrecipient's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Subaward, Subrecipient shall furnish the County with original endorsements reflecting coverage required by this Subaward. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Subrecipient shall provide complete, certified copies of all required insurance policies, including endorsements, reflecting the coverage required by these specifications.

- C. During the term of this Subaward, Subrecipient shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Subaward. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Subrecipient shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- D. Subrecipient agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Subaward including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Subrecipient agree to be bound to Subrecipient and the County of Yolo in the same manner and to the same extent as Subrecipient is bound to the County of Yolo under the Subaward Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Subrecipient shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Subrecipient will provide proof of compliance to the County of Yolo.

- E. Subrecipient shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Subrecipient fails to obtain or maintain completed operations coverage as required by this Subaward, the County at its sole discretion may purchase the coverage required and the cost will be paid by Subrecipient.