

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

This Amendment No. 1 to Subrecipient Agreement ("Amendment No. 1") is dated

April 9, 2024 and is between Clovis Rodeo Association Foundation, a California 501(c)(3) nonprofit corporation whose address is 748 Rodeo Drive, Clovis, Ca 93612 ("Subrecipient"), and the County of Fresno ("County"), a political subdivision of the State of California.

Recitals

A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program.

B. The Final Rule designates the travel, tourism, and hospitality sectors as being impacted by the COVID-19 pandemic, therefore the County may use SLFRF to provide financial aid and mitigate economic hardships, such as decline in revenues to impacted industries resulting from the COVID-19 pandemic, as an eligible use of SLFRF.

C. On January 24, 2023, the County and the Subrecipient entered into County agreement number 23-035 ("Agreement"), to help the Subrecipient recover operational costs for the 2022 Clovis Rodeo event by providing financial assistance to fund: patrol services to maintain safety protocols for all guests, professional rodeo livestock and feed services, rental equipment of generators, tractors, crowd fencing, ticketing equipment, golf carts, lighting, and technical assistance for marketing and promoting the 2022 Clovis Rodeo event.

D. After two years of closures and restrictions, the Subrecipient represents that on April 20, 2022 through April 24, 2022, it held the 2022 Clovis Rodeo event, which was a coordinated community partnership focused on recovery and helping community partners, nonprofit organizations, local school districts, and community-based organizations make-up unprecedented financial losses during the pandemic, and drew more than 40,000 attendees, which includes rodeo contestants, stock contractors, vendors, rodeo volunteers, and visitors to the Rodeo and Fresno County.

E. The Subrecipient represents that since Agreement 23-035 was executed, the Subrecipient has only been reimbursed about 85% of the award despite actual expenditures that were submitted to the

1 County surpassing the allowable limits that would otherwise be reimbursable expenditures under the
2 ARPA-SLFRF Program. The Subrecipient represents that the approved expenditure plan in the
3 Agreement is too specific, which has created problems in approval of otherwise-eligible expenditures for
4 the remaining unpaid portion of the grant.

5 F. Because the Marketing/Advertising/Programs/Brochures/Posters line item in the Expenditure
6 Plan is too narrow, the Subrecipient represents that revising the Expenditure Plan to reassign funding
7 available in the Marketing/Advertising/Programs/Brochures/Posters line item to instead reimburse costs
8 related to Venue Security/Crowd Control and Rodeo Stock-Livestock will help the Subrecipient recover
9 the unpaid 15%, or approximately \$30,102.22, SLFRF funding available in the grant.

10 G. The Revised Table 1-1 of Exhibit B will redistribute \$30,102.22 in cost savings by reducing the
11 allowable limits under Marketing/Advertising/Programs/Brochures/Posters from \$114,000 to \$83,897.78.
12 The \$30,102.22 in available funds will be reassigned to increase funding limits for Venue
13 Security/Crowd Control by \$22,578.50, and Rodeo Stock-Livestock by \$7,523.72.

14 H. The Subrecipient represents that the Program would also benefit from a revised Modification
15 Clause within the Agreement which would reduce the Subrecipient's administrative burden to recover
16 the remaining portion of the grant, should it be needed.

17 I. The County and the Subrecipient desire to amend the Agreement to revise the Program's
18 Expenditure Plan and allow the County's Administrative Officer or designee to approve minor budgetary
19 modifications as needed and appropriate.

20 The parties, therefore, agree as follows:

21 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, January 24,
22 2023.

23 2. All references to "Exhibit B" in the Agreement shall be amended to refer to "Revised Exhibit B."
24 Revised Exhibit B is attached to this Amendment No. 1 and incorporated by this reference.

25 3. Section 15, Modification, of the Agreement, located on page 16, lines 16 through 17, is deleted in
26 its entirety, and replaced with the following:

27 "Any matters of this Agreement may be modified from time to time by the written consent of all
28 the parties without, in any way, affecting the remainder. Changes to line items, as set forth in

1 Revised Exhibit B, that, when added together during the term of the Agreement do not exceed
2 ten percent (10%) of the total maximum compensation payable to Subrecipient, may be made
3 with the written approval of Subrecipient and County's Administrative Officer or designee. These
4 modifications shall not result in any change to the maximum compensation amount payable to
5 Subrecipient, as described in this Agreement."

6 4. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
7 1 together constitute the Agreement.

8 5. The Subrecipient represents and warrants to the County that:

9 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
10 this Amendment No. 1.

11 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized
12 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to
13 the terms of this Amendment No. 1.

14 6. The parties agree that this Amendment No. 1 may be executed by electronic signature as
15 provided in this section.

16 a. An "electronic signature" means any symbol or process intended by an individual signing this
17 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
18 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
19 scanned and transmitted (for example by PDF document) version of an original handwritten
20 signature.

21 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
22 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
23 purposes, including but not limited to evidentiary proof in any administrative or judicial
24 proceeding, and (2) has the same force and effect as the valid original handwritten signature
25 of that person.

26 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
27 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
28 2.5, beginning with section 1633.1).

1 d. Each party using a digital signature represents that it has undertaken and satisfied the
2 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
3 and agrees that each other party may rely upon that representation.
4 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
5 it by electronic means and either party may sign this Amendment No. 1 with an original
6 handwritten signature.

7 7. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of
8 which together constitute this Amendment No. 1.

9 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
10 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

11 [SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

2 Subrecipient



3 Ron Dunbar,
4 Executive Board Member of the Clovis
5 Rodeo Association Foundation

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7 Office Address:
8 748 Rodeo Drive
9 Clovis, CA 93612

10 Mailing Address:
11 P.O. Box 445
12 Clovis, CA 93613

County of Fresno



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

13 **Attest:**

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

17 By:



18 Deputy

19 For accounting use only:

20 Fund: 0026

21 Subclass: 91021

22 Org: 1033

23 Account: 7845

Revised Exhibit B

Subrecipient Expenditure Plan

County shall reimburse Subrecipient for documented expenditures, including invoices or contracts from third parties, for the expenditures described in Table 1-1. It is anticipated SLFRF may be fully expended within 90 days of the Agreement's Effective Date.

Table 1-1, Revised Expenditure Plan

Items	Agreement No. A-23-035 Expenditure Plan	Amount Paid to Date	Proposed Changes	Revised Expenditure Plan
Venue Security/Crowd Control	\$ 38,000	\$ 38,000	\$ 22,578.50	\$ 60,578.50
Rodeo Stock - Livestock	\$ 18,000	\$ 18,000	\$ 7,523.72	\$ 25,523.72
Specialty Acts/Performers/Bullfighters	\$ -			
Announcer	\$ -			
Livestock Feed	\$ 2,000	\$ 2,000		\$ 2,000.00
Equipment Rental/Tractor, Toilets, Generators	\$ 28,000	\$ 28,000		\$ 28,000.00
Marketing/Advertising/Programs/Brochures/Posters	\$ 114,000	\$ 83,897.78	\$ (30,102.22)	\$ 83,897.78
Total	\$ 200,000	\$ 169,897.78	\$ -	\$ 200,000

Revised Exhibit B (continued)

Drawdown Request Form

Date:

County of Fresno
ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93721

Subject: Drawdown Request for

Subrecipient Program

Subrecipient Name

In accordance with the executed Agreement for the above-referenced Program, the [Subrecipient Name] is requesting drawdown payment of \$ _____ in support of Program.

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

Payee

Invoice # / Contract #

Amount

Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)