

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated December 3, 2024 and is between Boys & Girls Clubs of Fresno County, a California nonprofit 501(c)(3) corporation whose address is 540 N. Augusta Street, Fresno, CA 93726 (“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 ARPA authorizes the County to expend SLFRF for certain eligible purposes, including to respond to the public health emergency or its negative economic impacts of the COVID-19 pandemic on childcare and early learning services, including efforts to bolster, support or preserve existing provider services, and similar activities.

C. On January 3, 2023, the County and the Subrecipient entered into County agreement number 23-012 (“Agreement”), to help the Subrecipient administer a comprehensive health and wellness program known as “Triple Play”, which consists of three components: 1) Healthy Habits, 2) Daily Challenges, and 3) Social Recreation, that educates and prepares participants to face challenges and opportunities effectively and responsibly in their daily lives (Program).

D. The Subrecipient represents that since Agreement 23-012 was executed, the rigid structure of the approved Expenditure Plan requires that the Subrecipient present to the County an unreasonable amount of supporting documentation to justify the organization’s total quarterly costs so the Subrecipient may recover personnel costs and direct costs from the SLFRF program, and that the Expenditure Plan’s line item descriptions and projected quarterly amounts, which have no flexibility when circumstances change, have created an undue hardship in the administration of the grant, and have limited the Subrecipient’s ability to use available funds elsewhere in the expenditure plan on actual expenses that are necessary to implement the Subrecipient’s Program and which would otherwise be reimbursed with SLFRF.

1 E. The Subrecipient requests changing the structure of the Expenditure Plan from a multi-year
2 budgeted format to a single budget for the entire term of the Program, which will help the Subrecipient
3 recover costs, redistribute funding availability within the Expenditure Plan to match program needs, and
4 correct the internal calculation errors resulting from an improper understanding of Indirect Costs.

5 F. On October 2, 2024, the Code of Federal Regulations (CFR), Title 2, which includes Section
6 200.414 dealing with Indirect Costs, was amended to allow a de minimis rate of up to 15 percent of
7 direct costs to be charged to the federal award to cover shared costs that are considered indirect, such
8 as rent, certain administrative costs, utilities and other costs that may be shared with other programs not
9 being funded by the federal award. In the expenditure plan found on Table 1-1 of Exhibit B of the
10 Agreement, the Subrecipient had included shared costs to the award as direct costs, which will be
11 corrected by this Amendment with Revised Exhibit B. Any amounts that may have been paid
12 inadvertently on the shared-cost line items, will be applied to the Indirect Costs of the Revised Table 1-
13 1, which will follow the rules of the recently amended CFR. Any additional amounts from the shared-cost
14 line items that cannot be moved to the Indirect Costs line item will be reallocated, along with other minor
15 redistributed amounts that reflect changes needed in the expenditure plan since the Program began.
16 There is no change to the maximum amount of the award.

17 G. The Subrecipient represents that since the execution of the Agreement, the Reedley location
18 address has changed and should be updated.

19 H. The Subrecipient represents that the Program would benefit from a revised Modification Clause
20 within the Agreement which would reduce the Subrecipient's administrative burden to recover allowable
21 costs by moving available funds from one category to another, if needed, to provide flexibility in cost
22 recovery as the program nears the completion of its contracted term.

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

26 The parties, therefore, agree as follows:

27 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, January 3,
28 2023.

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

3 3. The recital located on page 3, line 8, through line 19 of the Agreement, is deleted in its entirety
4 and replaced with the following:

5 "WHEREAS, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
6 bolster its existing program that provides safe afterschool care and learning for children and
7 youth, will address the negative economic impacts of the pandemic at seven club locations that
8 serve areas in QTCs, areas near Title 1 elementary or middle schools, and in low-income
9 geographic areas, and will provide funding assistance to help fund operational expenses for the
10 implementation of the Triple Play Program consisting of expenditures related to personnel
11 salaries and benefits, office supplies, educational resources and events, physical education and
12 mental health services which were impacted by the pandemic at the following SUBRECIPIENT's
13 club locations (Program): Zimmerman (540 N. Augusta Ave. Fresno, 92701), East Fresno (1621
14 S. Cedar Ave. Fresno, 93701), Pinedale (343 W. Minarets Ave. Fresno, 93650), Clovis (2833
15 Helm Ave. Clovis, 93612), Sanger (730 Recreation Ave. Sanger, 93657), Reedley (1106 11th
16 Street, Reedley, 93654), and Mendota (190 Straw Street, Mendota, 93640); and

17 4. Section 1(D) of the Agreement, located at page 4, line 25 through page 5, line 7, is deleted in its
18 entirety and replaced with the following:

19 "SUBRECIPIENT represents that it intends to use SLFRF to bolster its existing program that
20 provides safe afterschool care and learning for children and youth, address the negative
21 economic impacts of the pandemic at seven club locations that serve areas in QTCs, areas near
22 Title 1 elementary or middle schools, and in low-income geographic areas, and will provide
23 funding assistance to help fund operational expenses for the implementation of the Triple Play
24 Program. SLFRF provided under this Agreement will help fund operational expenses consisting
25 of expenditures related to personnel salaries and benefits, office supplies, educational resources
26 and events, physical education and mental health services which were impacted by the
27 pandemic at the following locations: Zimmerman, East Fresno, Pinedale, Clovis, Sanger,
28

1 Reedley, and Mendota for the term of the Program beginning July 1, 2022, as shown on Table 1-
2 1 of Revised Exhibit B, attached and incorporated by this reference; and”

3 5. A portion of Section 13, Grant Funding/Compensation, of the Agreement, located on page 15,
4 lines 7 through 9, is deleted, and replaced with the following:

5 “... provide funding assistance to address the negative economic impacts of the pandemic for the
6 implementation of the Triple Play Program at the following club locations: Zimmerman, East Fresno,
7 Pinedale, Clovis, Sanger, Reedley, and Mendota for the term of the program, which will benefit...”

8 6. Section 15, Modification, of the Agreement, located on page 18, lines 3 through 4, is deleted in
9 its entirety, and replaced with the following:

10 “Any matters of this Agreement may be modified from time to time by the written consent of all
11 the parties without, in any way, affecting the remainder. Changes to line items, as set forth in
12 Revised Exhibit B, that, when added together during the term of the Agreement do not exceed
13 ten percent (10%) of the total maximum compensation payable to Subrecipient, may be made
14 with the written approval of Subrecipient and County’s Administrative Officer or designee. These
15 modifications shall not result in any change to the maximum compensation amount payable to
16 Subrecipient, as described in this Agreement.”

17 7. A portion of Exhibit A, Program Description, of the Agreement, located on page 26, lines 21
18 through 27, is deleted, and replaced with the following:

19 “...the pandemic. SLFRF provided under this Agreement will bolster its existing program that
20 provides safe afterschool care and learning for children and youth, will address the negative
21 economic impacts of the pandemic at seven club locations: Zimmerman (540 N. Augusta Ave.
22 Fresno, 92701), East Fresno (1621 S. Cedar Ave. Fresno, 93701), Pinedale (343 W. Minarets
23 Ave. Fresno, 93650), Clovis (2833 Helm Ave. Clovis, 93612), Sanger (730 Recreation Ave.
24 Sanger, 93657), Reedley (1106 11th Street, Reedley, 93654), and Mendota (190 Straw Street,
25 Mendota, 93640) for the term of the Program beginning July 1, 2022, that will benefit participants
26 and their families that reside in areas identified in QTCs...”

27 8. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
28 1 together constitute the Agreement.

1 9. The Subrecipient represents and warrants to the County that:

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

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

7 10. The parties agree that this Amendment No. 1 may be executed by electronic signature as
8 provided in this section.

9 a. An “electronic signature” means any symbol or process intended by an individual signing this
10 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
11 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
12 scanned and transmitted (for example by PDF document) version of an original handwritten
13 signature.

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

19 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
20 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
21 2.5, beginning with section 1633.1).

22 d. Each party using a digital signature represents that it has undertaken and satisfied the
23 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
24 and agrees that each other party may rely upon that representation.

25 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
26 it by electronic means and either party may sign this Amendment No. 1 with an original
27 handwritten signature.
28

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

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

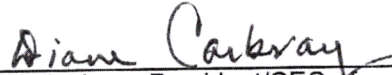
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

COUNTY OF FRESNO




Diane Carbray, President/CEO of
Boys and Girls Clubs of Fresno
County



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

Mailing Address:
Boys and Girls Clubs of Fresno County
540 N. Augusta Street
Fresno, CA 93701

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

For accounting use only:

Org: 1033
Fund: 0026
Subclass: 91021
Account: 7845

Revised Exhibit B

Subrecipient Expenditure Plan

Subrecipient shall provide to County drawdown requests for payments for eligible expenses to complete the Program. In the first thirty (30) days following the Effective Date of this Agreement, Subrecipient may make one (1) drawdown request to a maximum of sixty thousand dollars (\$60,000), equivalent to ten percent (10%) of the Program's total budgeted amount (\$600,000), to cover eligible expenditures in support of the Program. The first drawdown request from Subrecipient to the County shall also be accompanied by a written certification from the Subrecipient that the drawdown request for payment is consistent with the amount of work scheduled to be performed or materials to be purchased with the amount of funding being requested from the County. Drawdown requests shall detail purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program for items listed in Table 1-1 of Revised Exhibit B of this Agreement.

Revised Exhibit B (continued)

Table 1-1, Revised Expenditure Plan

| Line Item | Amended Budget | Narrative |
|-----------------------------|----------------------|---|
| PERSONNEL | | |
| Program Staff | | |
| Unit Directors | \$ 139,335.00 | Salaries |
| Program Directors | \$ 96,347.00 | Salaries |
| Program Assistant Total | \$ 97,046.00 | Salaries |
| Total Salaries Prog. Staff | \$ 332,728.00 | |
| FICA | | |
| Program Staff FICA | \$ 25,453.00 | FICA: 7.65% of Salaries |
| Total FICA | \$ 25,453.00 | |
| Total Personnel Budget | \$ 358,181.00 | |
| PROGRAM EXPENSES | | |
| Office Supplies | \$ 11,127.00 | Includes but is not limited to pens, paper, printer ink, notebooks etc. |
| Program Supplies | \$ 13,127.00 | Includes but is not limited to educational materials, arts, crafts, books etc. |
| Healthy Foods Classes | \$ 22,254.00 | Includes but is not limited to cooking supplies, nutritional snacks, grocery supplies etc. |
| Junior Staff | \$ 33,382.00 | Includes but is not limited to stipend payments, workforce/career education supplies etc. |
| Recruiting | \$ 4,451.00 | Includes but is not limited to printing, flyers and promotional materials to increase membership |
| Educational Events | \$ 46,032.00 | Includes but is not limited to visits to colleges, museums and trips etc. |
| Recognition Incentives | \$ 12,593.00 | Includes but is not limited to prizes, certificates, incentive materials, recognition events etc. |
| Physical Education/Supplies | \$ 20,593.00 | Includes but is not limited to leagues, gym equipment, recreational supplies etc. |
| Total Program Expenses | \$ 163,559.00 | |
| Total Personnel and P.E. | \$ 521,740.00 | |
| INDIRECT COSTS | | |
| Indirect Cost (15%) | \$ 78,260.00 | De minimis* |
| TOTAL PROGRAM BUDGET | | |
| TOTAL PROGRAM BUDGET | \$ 600,000.00 | Term: 7/1/2022 through December 31, 2026 |

*Note: 2 CFR 200.414 was updated October 2, 2024 allowing de minimis rate of up to 15%.

1 **Revised Exhibit B (continued)**

2 Drawdown Request Form

3 Date:

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

8 **Subject: Drawdown Request for**

Subrecipient Program

Subrecipient Name

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

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

17 **Payee**

Invoice # / Contract #

Amount

18
19
20
21
22 Sincerely,

23 [Subrecipient Officer]

24 [Subrecipient Name]

25 Enclosure(s)
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27
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