

**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 17, 2024 and is between 21<sup>st</sup> District Agricultural Association (Subrecipient), an entity of the California Department of Food and Agriculture’s Division of Fairs & Expositions, with a corporate office in the County of Fresno located at 1121 S. Chance Avenue, Fresno, CA 93702, and the County of Fresno, a political subdivision of the State of California (“County”).

**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 awarded to the County for certain eligible purposes, including capital investments in public facilities to meet pandemic operational needs, including ventilation improvements in public facilities, which are enumerated eligible uses to respond to the public health impacts of the public health emergency.

C. On July 18, 2023, the County and the Subrecipient entered into County agreement number 23-356 (“Agreement”), with a compensation amount of \$205,000, to fund the mechanical equipment, installation, and labor to upgrade air handling equipment at the satellite wagering facility, administration office, and County Historical Museum located at the Fresno Fairgrounds, which is an eligible use under the Final Rule (“Program”).

D. The Subrecipient represents that the original funding of the Program as shown in the Expenditure Plan found in Table 1-1 of Exhibit B of the Agreement (“Expenditure Plan”) was anticipated to be completed in anticipation of the 2023 Big Fresno Fair, which was held October 4, 2023, through October 15, 2023. Due to unanticipated delays in planning, labor shortages, and sub-contracting timelines, the work to be performed under the Agreement will now come after the initial expected dates, which dates were conditions stated in the Agreement.

E. The Subrecipient represents that since the approval of the Agreement, concerns have been expressed over Section 2, Procurement Requirements, because the Subrecipient, a public agency of

1 the State of California, contracts all capital and facility maintenance projects through a fiscal agent,  
2 California Construction Authority (CCA), which manages and administers all construction and repair  
3 related programs for the Subrecipient, as well as many of the State Fairs throughout California. This  
4 amendment will clarify the California Construction Authority shall be authorized to manage and  
5 administer the Program on behalf of the Subrecipient, will abide by the terms and conditions laid out in  
6 the Agreement for reimbursement of expended funds, shall be considered the fiscal agent to the  
7 Subrecipient, and shall be authorized for the purposes of overseeing the Program, submitting  
8 reimbursement requests, and supporting documents on behalf of the Subrecipient; and

9 F. To bring the language of the Agreement up to date with other subrecipient agreements that have  
10 been changed since their inception, this Amendment No. 1 will change the Modification Clause of the  
11 Agreement; and

12 G. The County and the Subrecipient now desire to amend the Agreement to revise the Program's  
13 expenditure plan, authorize the California Construction Authority as Subrecipient's fiscal agent, and  
14 allow the County Administrative Officer or designee to approve minor budgetary modifications as  
15 needed and appropriate.

16 The parties therefore agree as follows:

17 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, July 18,  
18 2023.

19 2. The recital listed on Page 3, starting at line 3 and continuing through line 8 of the Agreement is  
20 deleted in its entirety, and replaced with the following:

21 **"WHEREAS**, the SUBRECIPIENT has an administration office with about 1,250 visitors a year, a  
22 satellite wagering facility with over 14,000 visitors a year, and a County Historical Museum with  
23 over 10,000 visitors during annual tours and 600,000 during the Big Fresno Fair, which all need  
24 their air handling equipment upgraded to help reduce the spread of COVID-19 in anticipation of  
25 future Big Fresno Fair events, and other public events to be held at the Fresno Fairgrounds; and"

26 3. The recital listed on Page 3, starting at line 18 and continuing through line 20 of the Agreement  
27 is deleted in its entirety, and replaced with the following:

1           **“WHEREAS**, SUBRECIPIENT represents that it will hold future Big Fresno Fair events at the  
2           Fresno Fairgrounds, a QCT in Fresno County, which has been negatively economically impacted  
3           by the COVID-19 public health emergency; and”

4           4. Section 1, General Obligations of the Subrecipient, a new subsection, M, shall be added on  
5           Page 7 starting at line 17, as follows:

6           “M.    Fiscal Agent. While Subrecipient is a public entity through the State of California’s  
7           Department of Agriculture, and contracts all capital and facility maintenance projects through  
8           California Construction Authority (CCA), a fiscal agent, assigned and authorized by the State of  
9           California, which manages and administers all construction and repair-related programs for the  
10          Subrecipient, and County may communicate with CCA for the purposes of overseeing the  
11          Program, reviewing and submitting payment requests, submitting supporting documentation,  
12          and correspondence in all matters of managing the Program, the Subrecipient agrees that  
13          Subrecipient is still fully responsible for compliance to the terms and conditions of this  
14          Agreement, and that compliance with the terms of Uniform Guidance including, but not limited to,  
15          2 CFR 200, shall be considered the sole responsibility of the Subrecipient.”

16          5. Section 15, Modification, of the Agreement, located on page 18, lines 23 through 24, is deleted in  
17          its entirety, and replaced with the following:

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

25          6. Exhibit A, Program Description, of the Agreement, located on page 25, is deleted in its entirety,  
26          and replaced with the following:

27          “Subrecipient will hold the Program at the Fresno Fairgrounds, a qualified census tract in Fresno  
28          County which has been negatively impacted by COVID-19, causing business closures and/or

1 interrupting business operations. Subrecipient will use SLFRF to fund mechanical equipment,  
 2 installation, and labor to upgrade the air handling equipment in the satellite wagering facility,  
 3 administration office, and County Historical Museum located at the Fresno Fairgrounds, which  
 4 will improve the indoor air quality of the buildings for operational use and upcoming events,  
 5 including the Big Fresno Fair. The ventilation improvements in these public facilities will help  
 6 prevent the spread of COVID-19, a public health response enumerated in the Final Rule. The  
 7 administration office is occupied by the Subrecipient’s staff, as well as approximately 1,250  
 8 visitors per year ranging from vendors, contractors, and other members of the public. The  
 9 satellite wagering facility allows patrons to place wagers on live horse races across the country  
 10 four days a week for fifty-two weeks a year, seeing over 14,000 visitors annually. The County  
 11 Historical Museum is a two-story building with exhibits about historic events, places, cultures,  
 12 and artifacts showcasing Fresno County’s history that is free and open daily to the public,  
 13 garnering over 10,000 visitors from tours and around 600,000 visitors for Subrecipient’s Big  
 14 Fresno Fair event. Subrecipient represents that it anticipates the Program will support future Big  
 15 Fresno Fair events, and will contribute to an increase in sales and revenue for local  
 16 establishments, stores, hotels, restaurants, and small businesses in the qualified census tract  
 17 surrounding the Program and the local economy.”

18 7. Section 21, Notices, of the Agreement, located on page 21, Line12 through line15, is deleted in  
 19 its entirety and replaced with the addition of a fiscal agent, as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>	<u>FISCAL AGENT</u>
COUNTY OF FRESNO ARPA – SLFRF Coordinator 2281 Tulare St, Room 304 Fresno, CA 93721	21 <sup>st</sup> District Agricultural Association Chief Executive Officer 1121 S. Chance Ave. Fresno, CA 93702	California Construction Auth. Attn: Const. Office Admin. 1776 Tribute Rd. Suite 220 Sacramento, CA 95815

23  
 24 8. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No.  
 25 1 together constitute the Agreement.

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

- 27 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under  
 28 this Amendment No. 1.

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

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

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

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

16          c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
17          subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title  
18          2.5, beginning with section 1633.1).

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

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

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

27          12. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of  
28          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

  
Christina Estrada, Chief Executive Officer 21st  
District Agricultural Association

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

Mailing Address:  
1121 S. Chance Avenue  
Fresno, CA 93702

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

By:   
Deputy

For accounting use only:

Org No.: 1033  
Fund No.: 0026  
Subclass No.: 91021  
Account No.: 7845