

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 25, 2023 and is between Habitat for Humanity Fresno, Inc., a California nonprofit
501(c)(3) corporation whose address is 4991 East McKinley Avenue, Fresno, CA 93727
("Subrecipient"), 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 to respond to the negative economic impacts of the COVID-19 pandemic on
housing security for disproportionately impacted communities.

C. On May 3, 2022, the County and the Subrecipient entered into a subrecipient agreement, which
is County agreement number 22-170 ("Agreement"), to offset unanticipated construction costs of eight
affordable homes in the community of Riverdale (Program).

D. The Subrecipient represents that since the Agreement was executed, there were significant cost
savings in grading since testing determined only five of the eight homes required grading, and in rough
plumbing, foundation, framing, and trusses costs, which were partially supported by other funding
sources, such as funds from the County's HOME Invest Partnership Agreement (No. 20-309).

E. The Subrecipient represents that in addition to the cost savings in Section D above, there have
also been significant unforeseen cost increases in other areas of construction.

F. The Subrecipient requests that previously-allocated funds be reallocated to cover necessary
expenditures related to rough trades, which is the stage of a construction project when the various
mechanical, electrical, and plumbing lines are brought in after the rough plumbing and foundation are
complete, including HVAC, top-out plumbing, rough electric, roofing, and stucco.

1 G. The County and the Subrecipient now desire to amend the Agreement to revise the Program's
2 expenditure plan to accommodate the changes described above, and allow the County's Administrative
3 Officer or designee to approve minor budgetary modifications as needed and appropriate.

4 H. The parties therefore agree as follows:

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

7 2. All references to Habitat for Humanity Fresno Incorporated in the Agreement shall be amended
8 to refer to Habitat for Humanity Fresno, Inc.

9 3. The recital located on page 3, lines 1-3 shall be deleted in its entirety, and replaced with the
10 following:

11 "WHEREAS, SUBRECIPIENT represents that SLFRF provided under this Agreement will assist with
12 unanticipated construction costs of \$540,000, for the construction of the eight affordable homes,
13 which costs include, but are not limited to: land grading and staking, rough plumbing, foundation,
14 framing, trusses, and rough trades (the stage of a construction project when the various mechanical,
15 electrical, and plumbing lines are brought in after the rough plumbing and foundation are complete)
16 to construct the eight affordable homes in Riverdale, as shown on Table 1-1 of Revised Exhibit B;
17 and;"

18 4. Subsection D of Section 1, located on page 4, lines 11-14 shall be deleted in its entirety, and
19 replaced with the following:

20 "SUBRECIPIENT represents that it intends to use these SLFRF to assist with unanticipated
21 construction costs of \$540,000, including but not limited to: land grading and staking, rough
22 plumbing, foundation, framing, trusses, and rough trades (the stage of a construction project when
23 the various mechanical, electrical, and plumbing lines are brought in after the rough plumbing and
24 foundation are complete) to construct the eight-affordable homes in the community of Riverdale."

25 5. Section 15, Modification, of the Agreement, located on page 18, line 3 through 4, is deleted in its
26 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 the
28 parties without, in any way, affecting the remainder. However, changes to line items established in

1 Revised Exhibit B, which, when added together during the term of the Agreement do not exceed five
2 percent (5%) of the total maximum compensation payable to Subrecipient, may be made with the
3 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 Section 13, herein."

6 6. A portion of Exhibit A, located on page 26, lines 11-13, is deleted in its entirety, and replaced
7 with the following:

8 "SUBRECIPIENT represents that SLFRF provided under this Agreement will assist with
9 unanticipated construction costs of \$540,000, which costs shall include, but are not limited to: land
10 grading and staking, rough plumbing, foundation, framing, trusses, and rough trades (the stage of a
11 construction project when the various mechanical, electrical, and plumbing lines are brought in after
12 the rough plumbing and foundation are complete) to construct the eight-affordable homes in
13 Riverdale."

14 7. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
15 1 together constitute the Agreement.

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

- 17 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
18 this Amendment No. 1.
- 19 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized
20 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to
21 the terms of this Amendment No. 1.

22 9. The parties agree that this Amendment No. 1 may be executed by electronic signature as
23 provided in this section.

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

- 1 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
2 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
3 purposes, including but not limited to evidentiary proof in any administrative or judicial
4 proceeding, and (2) has the same force and effect as the valid original handwritten signature
5 of that person.
- 6 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
7 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
8 2.5, beginning with section 1633.1).
- 9 d. Each party using a digital signature represents that it has undertaken and satisfied the
10 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
11 and agrees that each other party may rely upon that representation.
- 12 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
13 it by electronic means and either party may sign this Amendment No. 1 with an original
14 handwritten signature.

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

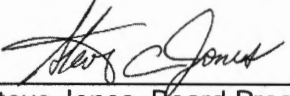
17 11. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
18 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

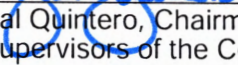
19 *[SIGNATURE PAGE FOLLOWS]*
20
21
22
23
24
25
26
27
28

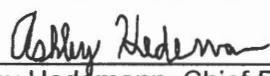
1 The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

2 HABITAT FOR HUMANITY FRESNO, INC.

COUNTY OF FRESNO

3 
4 Steve Jones, Board President


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

5 
6 Ashley Hedemann, Chief Executive Officer

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

7 4991 E. McKinley Avenue
8 Fresno, CA 93727

9
10 By: 
Deputy

11 For accounting use only:

12 Org: 1033
13 Fund: 0026
14 Subclass: 91021
15 Account: 7845
16
17
18
19
20
21
22
23
24
25
26
27
28

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 May 3, 2022, SUBRECIPIENT may make written drawdown requests to a maximum of two hundred seventy thousand dollars (\$270,000), equivalent to one-half of the Program's total budget (\$540,000) to cover eligible expenditures in support of the Program. Drawdown requests shall be made on a quarterly basis (every 90 days) thereafter. Drawdown requests for the COUNTY to make a such payment shall be in accordance with the sample Drawdown Request Form, attached hereto as Exhibit B. SUBRECIPIENT may make drawdown requests, which shall include copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred pursuant to Section 13(A) of this Agreement. Eligible expenditures under this Agreement include the costs listed on Table 1-1, below.

Table 1-1, Expenditure Plan

Line Items Covered by ARPA Grant	Projected Costs
Horizontal – Hard Costs	
Grading / Staking	\$47,000*
Vertical – Direct Construction	
Rough Plumbing	\$33,000*
Foundation	\$75,000*
Framing	\$112,000
Trusses	\$135,000
Rough Trades	\$138,000
Total	\$540,000

* Line items to be disbursed the first 30 days \$231,128

Revised Exhibit B
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 the 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 or anticipated to be 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)