

**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 Fresno City & County Historical Society, a California nonprofit 501(c)(3) corporation whose address is 7160 W. Kearney Boulevard, Fresno, CA 93706, 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 making necessary investments in neighborhood features, such as recreation facilities, which can improve physical and mental health outcomes.

C. On November 7, 2023, the County and the Subrecipient entered into County agreement number 23-590 (“Agreement”), with a compensation amount of \$514,725, to fund necessary facility repairs, restore exterior surfaces and interior spaces, and make improvements to the learning spaces in the Kearney Mansion Museum & Gallery consisting of: the Servants’ Quarters, the Carriage House, the Icehouse, and the Archive rooms (“Program”).

D. The Subrecipient represents that the original Expenditure Plan found in Table 1-1 of Exhibit B of the Agreement (“Expenditure Plan”) was based on projected costs from initial estimates that were not developed with consideration of the requirements for prevailing wage, nor with a job estimate from a contractor, and the Subrecipient represents that the Expenditure Plan now faces shortfalls that need modification to accommodate prevailing wage and increasing construction costs.

E. The Subrecipient represents that since the approval of the Agreement, only one local architecture firm was identified that has the necessary certifications to oversee construction projects on a site identified as a national treasure and listed on the National Register of Historic Places.

F. The Subrecipient requests a revision to the Expenditure Plan to shift funding availability to help offset increases in construction costs due to prevailing wage and the architectural estimates from the

1 contracted firm, which were received after the Agreement was executed. The Subrecipient represents  
2 that the Revised Table 1-1 of Revised Exhibit B proposes a change in the distribution of the allocated  
3 funds within the current Expenditure Plan to accommodate the changes in costs. The change in  
4 distribution resulted in the removal of line-item "V. Building Mothballing," and line-item "VII. Food Service  
5 Improvements" from the Expenditure Plan, neither of which materially affected the initial scope of the  
6 Program. The changes presented in Revised Exhibit B will ensure the Subrecipient can maximize and  
7 fully expend SLFRF funds for the implementation of the Program. The Subrecipient represents that the  
8 necessary changes exceeded what could be done expeditiously by using the Agreement's Modification  
9 Clause.

10 G. On October 2, 2024, the Code of Federal Regulations (CFR), Title 2, which includes Section  
11 200.414 dealing with Indirect Costs, was amended to allow a de minimis rate of up to 15 percent of  
12 direct costs to be charged to the federal award to cover shared costs that are considered indirect, such  
13 as rent, insurance costs, utilities and other costs that may be shared with other programs not being  
14 funded by the federal award. In the Expenditure Plan of the Agreement, the Subrecipient had not  
15 included an Indirect Costs line item. With the Revised Exhibit B, Subrecipient has requested to include  
16 the available de minimis to cover unforeseen costs that may not fit clearly under the line items presented  
17 for construction but are otherwise necessary to accomplish the Program. The "Contingency" line item is  
18 being changed to "Direct Contingency" to clarify that the Contingency funding will be used for  
19 unforeseen direct costs that will be needed to accomplish the maximum benefit intended by the  
20 Program. There is no change to the maximum amount of the award.

21 H. The County and the Subrecipient now desire to amend the Agreement to revise the Program's  
22 expenditure plan and allow the County Administrative Officer or designee to approve minor budgetary  
23 modifications as needed and appropriate.

24 The parties therefore agree as follows:

25 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, November 7,  
26 2023.

1           2. All references to “Exhibit B” in the Agreement shall be amended and referred to as “Revised  
2 Exhibit B.” The Revised Exhibit B and Revised Table 1-1 are attached to this Amendment No. 1 and  
3 incorporated by this reference.

4           3. A portion of Subsection A of Section 13, Grant Funding/Compensation of the Agreement located  
5 on page 18, starting on line 5 through line 19, is deleted, and replaced with the following:

6                   “... carrying out its Program under this Agreement shall be borne by Subrecipient.  
7                   Subrecipient shall submit documentation to the County of Fresno, County Administrative  
8                   Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail  
9                   address [fresnocoao@fresnocountyca.gov](mailto:fresnocoao@fresnocountyca.gov). Payment by County shall be in arrears for  
10                  services provided during the preceding period of time, within forty-five (45) days from  
11                  date of receipt, verification, and approval of Subrecipient’s invoice and supporting  
12                  documentation by County. Requests for advancement of funds for anticipated eligible  
13                  expenditures shall also be accompanied by a written certification from the Subrecipient  
14                  that the amount of funding being requested from the County is consistent with the amount  
15                  of work scheduled to be performed or materials to be purchased, and that the payment  
16                  request is in accordance with the Program, including Table 1-1 of Revised Exhibit B of  
17                  this Agreement. After appropriate review and inspection of the payment request for  
18                  advanced funding, the County shall make the payment available to Subrecipient, less any  
19                  amounts outstanding for which prior advanced funds have not been fully expended or  
20                  accounted with supporting documentation. If Subrecipient fails to comply with any  
21                  provision of this Agreement, County shall be relieved of its obligations for further  
22                  compensation.”

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

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

26           a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under  
27           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           6. 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          7. 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.

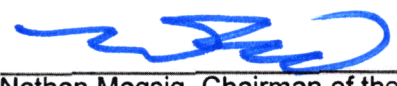
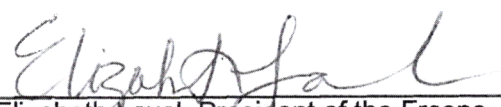
27          8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of  
28 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

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

Subrecipient

County of Fresno



Elizabeth Laval, President of the Fresno City & County Historical Society

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

Mailing Address:  
Fresno City & County Historical Society  
7160 W. Kearney Boulevard  
Fresno, CA 93706

**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  
Account No. 7845  
Fund No.: 0026  
Subclass No.: 91021

1 **Revised Exhibit B**

2 Subrecipient Expenditure Plan

3 SLFRF to be granted by the COUNTY to SUBRECIPIENT for the Program shall not exceed five  
4 hundred fourteen thousand seven hundred twenty-five dollars (\$514,725) to fund necessary facility  
5 repairs, restore exterior surfaces and interior spaces, and make improvements to the learning spaces in  
6 the Kearney Mansion Museum & Gallery consisting of: the Servants' Quarters, the Carriage House, the  
7 Icehouse, and the Archive rooms so that the SUBRECIPIENT may safely reinstate in-person academic  
8 programs and services that would benefit students ranging from kindergarten through twelfth grade from  
9 local area school districts, history researchers, Kearney Park visitors, and will be responsive to the  
10 negative social impacts due to the pandemic. SUBRECIPIENT shall submit written payment requests for  
11 the payment of eligible necessary expenses in support of the Program. Payment requests for the  
12 COUNTY to make such payments shall be in accordance with the sample Payment Request Form,  
13 attached as Revised Exhibit B-1 and incorporated by this reference. Payment requests shall include  
14 copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and  
15 expenses incurred or anticipated to be incurred in support of the Program for eligible items listed in  
16 Table 1-1 of Revised Exhibit B of this Agreement.

Revised Table 1-1, Revised Expenditure Plan

**REVISED EXHIBIT B**

**Table 1 - 1**

Project Line Items	Estimated Program Cost	Narratives
I. Soft Cost	\$61,587.00	Will fund soft expenses in support of the project, including but not limited to: Architectural/Engineering; Historical and cultural consultancy, administration costs, reports and studies for hazard materials testing and plans for remediation, building permits and health and safety permits and related soft cost expenditures
II. Reroofing	\$48,000.00	Will fund the projects reroofing costs, including but not limited to the removal of the existing roofing materials, installation of plywood/OSB roof sheathing, repair and replacement of damaged or deteriorated framing members
III. Wood Trim and Molding	\$64,400.00	Will fund costs including but not limited to the removal of metal screens at windows to allow access to the window frames and trim; repair or replace damaged doors, window frames, trim, and the installation of weather seals at exterior doors.
IV. Painting and Plaster Repair	\$164,000.00	Will fund costs for priming and painting wall surfaces, including resurfacing to patch and address cracking of interior or exterior surfaces.
V. Hazard Material Remediation	\$35,000.00	Will fund costs related to clean-up removal of hazardous material, including but not limited to construction materials, waste, debris, mold as identified by the Hazardous Materials Report.
VI. Staircase and Railing Replacements	\$30,000.00	Will fund costs to improve, repair, and/or replace staircase/s and railing for interior and/or exterior areas
VII. Indirect Costs (15%)	\$67,138.00	2 C.F.R. 200.414 was updated October 2, 2024 allowing de minimis rate of up to 15%.
<b>TOTAL PROJECT CONSTRUCTION COST</b>	<b>\$470,125.00</b>	
Direct Contingency	\$44,600.00	The purpose of the contingency is to account for items not included in the current estimate which may occur during any phase of the planning, design, site clean-up, or construction
<b>Total Grant</b>	<b>\$514,725.00</b>	

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)