

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated June 18, 2024 and is between Fresh Start Youth Center, Inc., DBA Mollie’s House, a California 501(c)(3) nonprofit corporation whose address is 2010 N. Fine Avenue, Ste. 103A, Fresno, CA 93727 (“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 including behavioral health services and supportive services for victims of domestic violence, sexual assault, and human trafficking.

C. On February 7, 2023, the County and the Subrecipient entered into County agreement number 23-057 (“Agreement”), to help the Subrecipient administer the Empowering Silent Voices (ESV) Program, which provides trauma-informed private counseling and psychiatric care, addiction classes, equine therapy, case management, and mentorship. Services will be provided via the SUBRECIPIENT’s Short-Term Residential Therapeutic Program (STRTP), which provides housing for three months to a year, and the Emergency Housing Program, which provides emergency transitional housing for up to thirty days.

D. The SLFRF provided under the Agreement was intended to address the negative economic impacts of the pandemic through the ESV Program, consisting of expenditures related to personnel salaries and benefits, medical services, mental health services, supplies, insurance, facilities, and professional fees.

E. The Subrecipient represents that since Agreement 23-057 was executed, the program has experienced an increase in the need for psychiatric and counseling services, which has exhausted the funding availability in the corresponding line item of the expenditure plan. The Subrecipient represents

1 that while all the line items in the original expenditure plan are important, the greatest benefit to the
2 beneficiaries of the program is found having flexibility to provide more of the available funding from the
3 grant to address the changing needs for mental health and medical services.

4 F. The Revised Expenditure Plan on Table 1-1 of Exhibit B proposes a change in the distribution of
5 allocated funds to align with the greatest need and the highest benefit to the participants in the program.
6 Without a modification to the Agreement, the Subrecipient represents that funding under other line items
7 may not be expended on time, while the funding needs for mental health and medical services remain
8 the highest and best use of the grant funding. The Revised Table 1-1 of Exhibit B will redistribute
9 available funds by adjusting expenses in the different categories and applying them across the term of
10 the grant rather than the rigid compensation limits currently in place.

11 G. The Agreement's reimbursable timeframe is incorrectly stated and should be clarified through this
12 Amendment No. 1.

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

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, February 7,
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. A portion of Section 13, Grant Funding/Compensation, Section A on page 13 from line 24 to line
26 25, is deleted and replaced with the following:

27 "...supplies, insurance, facilities, and professional fee from July 1, 2022, through December 31,
28 2024, which the Program is responsive to the public health emergency or its negative economic..."

1 4. Section 15, Modification, of the Agreement, located on page 16, lines 14 through 15, is deleted in
2 its entirety, and replaced with the following:

3 "Any matters of this Agreement may be modified from time to time by the written consent of all
4 the parties without, in any way, affecting the remainder. Changes to line items, as set forth in
5 Revised Exhibit B, that, when added together during the term of the Agreement do not exceed
6 ten percent (10%) of the total maximum compensation payable to Subrecipient, may be made
7 with the written approval of Subrecipient and County's Administrative Officer or designee. These
8 modifications shall not result in any change to the maximum compensation amount payable to
9 Subrecipient, as described in this Agreement."

10 5. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
11 1 together constitute the Agreement.

12 6. The Subrecipient represents and warrants to the County that:

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

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

- 20 a. An "electronic signature" means any symbol or process intended by an individual signing this
21 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
22 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
23 scanned and transmitted (for example by PDF document) version of an original handwritten
24 signature.
- 25 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
26 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
27 purposes, including but not limited to evidentiary proof in any administrative or judicial
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1 proceeding, and (2) has the same force and effect as the valid original handwritten signature
2 of that person.

3 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
4 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
5 2.5, beginning with section 1633.1).

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

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

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

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

16 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

COUNTY OF FRESNO

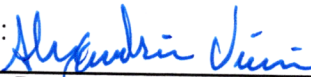


Torella Minor,
Executive Director
Fresh Start Youth Center, Inc.
DBA Mollie's House

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

Mailing Address:
Fresh Start Youth Center, Inc.
DBA Mollie's House
2010 N. Fine Avenue, Suite 103A
Fresno, Ca 93725

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

By: 
Deputy

For accounting use only:

Fund: 0026

Subclass: 91021

Org: 1033

Account: 7845

1 **Revised Exhibit B**

2 **Subrecipient Expenditure Plan**

3 SUBRECIPIENT shall provide to COUNTY drawdown requests for payments for eligible
4 expenses to complete the Program. In the first thirty (30) days following the Effective Date of this
5 Agreement, SUBRECIPIENT may make one (1) drawdown request to a maximum of twenty-seven
6 thousand dollars (\$27,000), equivalent to fifteen percent (15%) of the Program's total budgeted amount
7 (\$180,000), to cover eligible expenditures in support of the Program. The first drawdown request from
8 SUBRECIPIENT to the COUNTY shall also be accompanied by a written certification from the
9 SUBRECIPIENT that the drawdown request for payment is consistent with the amount of work
10 scheduled to be performed or materials to be purchased with the amount of funding being requested
11 from the COUNTY. Drawdowns requests shall detail purchase orders, receipts, and reimbursement
12 requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of
13 the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

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Revised Exhibit B (continued)

Table 1-1, Revised Expenditure Plan

Mollie's House Proposed Revisions to Expenditure Plan			
Line Items	Original Budget	Requested Modifications	Revised Expenditure Plan
Personnel Expenses			
Program Director	\$ 54,000.00	\$ -	\$ 54,000.00
Program Coordinator	\$ 48,600.00	\$ (28,000.00)	\$ 20,600.00
Personnel Expenses Sub-Total	\$ 102,600.00	\$ (28,000.00)	\$ 74,600.00
Program Expenses			
Data Collections, Eval, Reporting	\$ 5,000.00	\$ -	\$ 5,000.00
Equine, Medical, Psychiatric & Counseling Providers	\$ 47,800.00	\$ 30,000.00	\$ 77,800.00
Auto and Insurance	\$ 6,600.00	\$ (2,000.00)	\$ 4,600.00
Program Expenses Sub Total	\$ 59,400.00	\$ 28,000.00	\$ 87,400.00
Other Expenses			
Insurance (not including Auto)	\$ 1,500.00	\$ -	\$ 1,500.00
Professional Fees	\$ 12,500.00	\$ -	\$ 12,500.00
Repairs and Maintenance	\$ 4,000.00	\$ -	\$ 4,000.00
Other Expenses Sub-Total	\$ 18,000.00	\$ -	\$ 18,000.00
Total	\$ 180,000.00	\$ -	\$ 180,000.00

