

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**  
**AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT**

This Amendment No. 2 to Subrecipient Agreement (“Amendment No. 2”) is dated December 17, 2024 and is between Fresno Metropolitan Ministry (Subrecipient), a California nonprofit corporation 501 (c)(3) whose address is 3845 N. Clark St., Suite 101, Fresno, CA 93710, 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 nonprofit organizations that responding to the public health emergency or the negative economic impacts of the COVID-19 pandemic, which includes providing funds for administration costs to implement a food assistance program that benefits individuals in neighborhoods and communities that have experienced food insecurity during the course of the COVID-19 pandemic, for the purpose of meeting ARPA’s goals.

C. On November 29, 2022, the County and the Subrecipient entered into County agreement number 22-531 (“Agreement”), with a compensation amount of \$512,000, to help the Subrecipient administer the “Food to Share” (“F2S”) program, which benefits neighborhoods and populations in and near southwest City of Fresno, which primarily consist of Hispanic/Latino, Asian/Pacific Islander, and African American individuals and families, in an area with median household incomes ranging from 32% to 39% below the poverty level (“Program”).

D. On July 9, 2024, the Fresno County Board of Supervisors approved Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”), which was intended to solve difficulties with administering and expending the grant due to the specific nature of the budget, adjust the allocation of awarded funds due to changes in cost to the Program, and correct internal calculation errors in the Expenditure Plan found in Exhibit B of the Agreement.

1 E. The Subrecipient represents that the ARPA-SLFRF funding of the Program, as described in the  
2 Agreement and Amendment No. 1, was anticipated to be expended by December 31, 2024. Due to  
3 unanticipated challenges clarifying certain expenditures according to Uniform Guidance, a significant  
4 portion of the Program funding will now be expended after the formerly projected end date of the  
5 Program on December 31, 2024.

6 F. The Subrecipient represents that the individual who has authority to send and receive notices on  
7 behalf of the Subrecipient has changed and will also be changed with this Amendment No. 2.

8 G. The County and the Subrecipient now desire to amend the Agreement to revise the Program's  
9 internal timeline conditions.

10 The parties therefore agree as follows:

11 1. This Amendment No. 2 shall be retroactive to the Effective Date of the Agreement, November  
12 29, 2022.

13 2. The Agreement Recital on Page 2, starting at line 18 and continuing through line 24, is deleted in  
14 its entirety and replaced with the following:

15 **"WHEREAS**, the Subrecipient represents that SLFRF provided under this Agreement will provide  
16 funding assistance to increase capacity service levels to meet the community's demand in the  
17 Subrecipient's existing "Food to Share" program, consisting of personnel salaries and benefits  
18 for cargo van drivers, quality assurance coordinators, program managers, Food to Share  
19 program coordinators, and cargo van operation expenditures, expenditures that would benefit  
20 disadvantaged neighborhoods and populations in and near Southwest City of Fresno at no cost  
21 to individuals in need (Program); and"

22 3. Section 1(D) of the Agreement, located at page 4, lines 1 through 7, is deleted in its entirety and  
23 replaced with the following:

24 "Subrecipient represents that it intends to use SLFRF to increase capacity service levels to meet  
25 the southwest City of Fresno community's demand in the Subrecipient's existing "Food to Share"  
26 program in the amount of \$512,000, to fund increased staffing support, food coordination, and  
27 food distribution vehicle-related expenses for the term of the Program, as shown on Table 1-1 of  
28 Exhibit B, attached and incorporated by this reference, for the collection and redistribution of

1 healthy edible food, to be made available for the benefit of, and at no cost to households and  
2 communities considered disadvantaged areas.”

3 4. A portion of Section 13, Grant Funding/Compensation, of the Agreement located on page 14,  
4 line 5 through line 13, is deleted and replaced with the following:

5 “It is expressly agreed and understood that the total amount of SLFRF to be granted by County  
6 to Subrecipient for the Program shall not exceed five hundred twelve thousand dollars  
7 (\$512,000), which will provide partial funding to increase capacity service levels to meet the  
8 community’s demand in the Subrecipient’s existing “Food to Share” program in the amount of  
9 \$512,000, consisting of personnel salaries and benefits for cargo van drivers, quality assurance  
10 coordinators, program managers, Food to Share program coordinators, and cargo van operation  
11 expenses for the term of the Program, which would benefit disadvantaged neighborhoods and  
12 populations in and areas near southwest City of Fresno at no cost to individuals in need.

13 Subrecipient shall track pounds of food recovered, number of boxes delivered to residents, and  
14 number of food distribution events and locations.”

15 5. A portion of Section 21, Notices, page 21, line 14 through line 17, is deleted and replaced with  
16 the following:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	Fresno Metropolitan Ministry
ARPA - SLFRF Coordinator	3845 N. Clark Street, Suite 101
2281 Tulare Street, Room 304	Fresno, CA 93726
Fresno, CA 93721	Attn: Emogene Nelson
	Executive Director

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21 6. A portion of Exhibit A, Program Description, of the Agreement, located on page 25, lines 14  
22 through 23, is deleted and replaced with the following:

23 “Subrecipient represents that SLFRF provided under this Agreement will provide funding  
24 assistance to increase capacity service levels to meet the community’s demand in the  
25 Subrecipient’s existing “Food to Share” program for the term of the Program. Subrecipient  
26 represents that SLFRF will assist with providing an additional 1 million pounds of food to  
27 approximately 21,600 residents and provide relief to households and communities experiencing  
28 food insecurity that has been exacerbated by the COVID-19 pandemic. SLFRF provided to

1 Subrecipient under this Agreement is intended to support a strong and equitable recovery from  
2 the COVID-19 pandemic and economic downturn by providing funds to assist a nonprofit  
3 organization administer its food assistance program that benefits neighborhoods that have been  
4 impacted by the pandemic in Fresno County.”

5 7. When both parties have signed this Amendment No. 2, the Agreement, and this Amendment No.  
6 2 together constitute the Agreement.

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

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

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

13 9. The parties agree that this Amendment No. 2 may be executed by electronic signature as  
14 provided in this section.

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

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

25 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
26 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title  
27 2.5, beginning with section 1633.1).

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

4 e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under  
5 it by electronic means and either party may sign this Amendment with an original handwritten  
6 signature.

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

9 11. The Agreement as amended by this Amendment No. 2 is ratified and continued. All provisions of  
10 the Agreement and not amended by this Amendment No. 2 remain in full force and effect.

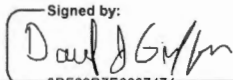
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The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

Subrecipient

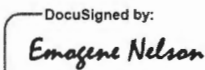
County of Fresno

Signed by:  




Daniel Griffin, President  
Board of Directors  
Fresno Metropolitan Ministry

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

DocuSigned by:  


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

Emogene Nelson,  
Executive Director  
Fresno Metropolitan Ministry

By:   
Deputy

Mailing Address:  
Fresno Metropolitan Ministry  
3845 N. Clark St., Suite 101  
Fresno, CA 93726

For accounting use only:

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