

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated September 5, 2023 and is between Break the Barriers, Inc., a California nonprofit 501(c)(3) corporation whose address is 8555 N. Cedar Ave., Fresno, CA 93720 (“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 January 24, 2023, the County and the Subrecipient entered into County agreement number 23-034 (“Agreement”), to address the negative economic impacts of the pandemic to four of its programs that provide participants access to inclusive learning opportunities and recreational activities: 1) Literacy Plus, 2) Buddy Program, 3) HOPE Program, and 4) Disabled Veterans Program / Spectrum and Adaptive Swim, to provide funding assistance to help fund operational expenses for the implementation of the SUBRECIPIENT’s four programs, consisting of expenditures related to program administration, personnel salaries and benefits, training and facility rental expenses, transportation, and educational resources and services which were impacted by the pandemic (Program).

D. The Subrecipient represents that since Agreement 23-034 was executed, the limitations imposed by the Effective Date (January 24, 2023) and the Expenditure Plan denied funding for program costs, which were significant and justifiably reimbursable expenditures to the Program. The Subrecipient would benefit by being able to recover some of those costs.

E. The Subrecipient represents that the Program would benefit from a modification to the current Expenditure Plan to more accurately reflect the Program’s actual expenditures, rather than the projected categorical uses currently presented in Exhibit B of the Agreement.

1 F. The County and the Subrecipient now desire to amend the Agreement to revise the Program's
2 Expenditure Plan and allow the County's Administrative Officer or designee to approve minor budgetary
3 modifications as needed and appropriate, and make the Agreement retroactive to July 1, 2022.

4 The parties, therefore, agree as follows:

5 1. Page 1, lines three through six are deleted and replaced with the following:

6 "THIS AGREEMENT ("Agreement") is made and entered into this 24th day of January, 2023, by and
7 between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"),
8 and Break the Barriers, Inc., a California 501(c)(3) nonprofit corporation whose address is 8555 N.
9 Cedar Ave., Fresno, CA 93720 ("SUBRECIPIENT")."

10 2. Section 11, "TERM", on page 14, lines 8 through 10, shall be amended to read as follows:

11 "This Agreement shall take effect retroactive to July 1, 2022 ("Effective Date"), and the term of this
12 Agreement shall comply with ARPA Guidelines, and shall continue until COUNTY has delivered to
13 SUBRECIPIENT written acceptance of the Final Program Report under section 3(C) of this
14 Agreement, unless sooner terminated, as provided herein."

15 3. All references to "Exhibit B" in the Agreement shall be amended to refer to "Revised Exhibit B."

16 Revised Exhibit B is attached to this Amendment No. 1 and incorporated by this reference.

17 4. Section 15, Modification, of the Agreement, located on page 18, lines 14 through 15, is deleted in
18 its entirety, and replaced with the following:

19 "Any matters of this Agreement may be modified from time to time by the written consent of all the
20 parties without, in any way, affecting the remainder. Changes to line items, as set forth in Revised
21 Exhibit B, that, when added together during the term of the Agreement do not exceed five percent
22 (5%) of the total maximum compensation payable to SUBRECIPIENT, may be made with the written
23 approval of SUBRECIPIENT and COUNTY's Administrative Officer or designee. These
24 modifications shall not result in any change to the maximum compensation amount payable to
25 SUBRECIPIENT, as described in this Agreement."

26 5. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
27 1 together constitute the Agreement.

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

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

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

- 8 a. An “electronic signature” means any symbol or process intended by an individual signing this
9 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
10 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
11 scanned and transmitted (for example by PDF document) version of an original handwritten
12 signature.
- 13 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
14 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
15 purposes, including but not limited to evidentiary proof in any administrative or judicial
16 proceeding, and (2) has the same force and effect as the valid original handwritten signature
17 of that person.
- 18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
20 2.5, beginning with section 1633.1).
- 21 d. Each party using a digital signature represents that it has undertaken and satisfied the
22 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
23 and agrees that each other party may rely upon that representation.
- 24 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
25 it by electronic means and either party may sign this Amendment No. 1 with an original
26 handwritten signature.

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

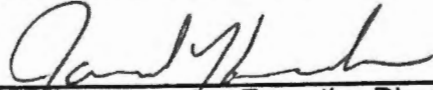
1 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
2 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

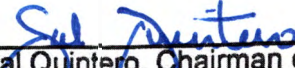
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

2 BREAK THE BARRIERS, INC.

COUNTY OF FRESNO

3 
4 Jared Hergenrader, Executive Director
5 Break the Barriers, Inc.


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

8 Mailing Address:
9 Break the Barriers, inc.
10 8555 N. Cedar Avenue
11 Fresno, CA 93720

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

16 By: 
17 Haname
18 Deputy

19 For accounting use only:

20 Org: 1033
21 Fund: 0026
22 Subclass: 91021
23 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 forty-five thousand
6 dollars (\$45,000), equivalent to fifteen percent (15%) of the Program's total budgeted amount
7 (\$300,000), 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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Table 1-1, Expenditure Plan

Break the Barriers for Underserved Fresno County 2022-2024		
Item / Service	Cost	Budget Narrative
Clinic & Facility Fees/Registration Cost/Rentals	\$ 34,616.00	Includes facility rentals, class fees, for Veteran, Buddy, Literacy, Adaptive, HOPE programs
Transportation VETS	\$ 16,579.00	Includes transportation to Clinics, Tournaments, Events
Project Directors	\$ 50,395.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the programs
Senior Management and Senior Trainers	\$ 25,000.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
Facility and Adaptive Equipment Managers and Senior Coaches	\$ 17,250.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
H.O.P.E. Program Directors	\$ 24,280.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
Archery Program Directors	\$ 24,280.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
Swim Program Directors	\$ 30,000.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
Swim Trainers VETS	\$ 5,000.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
Admin Support Staff	\$ 25,000.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administrative support for the program
Adaptive Archery Coaches	\$ 17,100.00	Includes expenditures from July 1, 2022 through December 31, 2024 for salary and benefits related to administering the program
Adaptive Gymnastics, Martial Arts, Fitness, Swim, Literacy and Educational Coaches	\$ 15,500.00	Includes expenditures from July 1, 2022 through December 31, 2024 for costs related to administering the program
Adaptive Program Equipment	\$ 13,000.00	Includes expenditures from July 1, 2022 through December 31, 2024 for various costs of program equipment
CPR/Water Rescue/ Adaptive Training Certification Costs	\$ 2,000.00	Annual certification training; USA Level coach training
TOTAL:	\$ 300,000.00	

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

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
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Sincerely,

[Subrecipient Officer]

[Subrecipient Name]

Enclosure(s)