

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 ACTS Foundation, a California nonprofit 501(c)(3) corporation whose address is 5125 North Gates Avenue, Suite 101, Fresno, CA 93722 (“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 September 6, 2022, the County and the Subrecipient entered into County agreement number 22-408 (“Agreement”), to increase capacity service levels to meet the community’s demand in the Subrecipient’s Grocery Giveaway, CityServe, and the Senior Citizens Grocery Delivery programs, which provided funds for personnel salaries and benefits, utility fees, operational and office supplies, food and bagging costs, facility security, and transport fuel expenditures for calendar years 2023 and 2024, to benefit disadvantaged neighborhoods and populations in and near Northwest City of Fresno at no cost to individuals and families in need (Program).

D. The Subrecipient represents that since Agreement 22-408 was executed, the monthly budgets have created an undue hardship in the administration of the grant funds, as the monthly line-item descriptions are too precise and rigid and limit the Subrecipient’s ability to recover actual expenses that surpass the monthly limits necessary to implement the Subrecipient’s Program. Furthermore, the Subrecipient represents that the current descriptions of the budget line items have impacted the Subrecipient’s ability to recover actual costs that would otherwise be reimbursed by the SLFRF Program.

1 E. The Subrecipient requests that the monthly budgets be retroactively amended to instead allow
2 for the total amounts anticipated to be funded annually by the SLFRF Agreement, to consolidate 21-
3 specific line items into 14-line items, to streamline and reduce the Subrecipient's administrative burden,
4 to allow the Subrecipient to recover actual expenses that have inadvertently exceeded the monthly
5 allowance, but are still permitted in the Agreement, as it is currently written.

6 F. The County and the Subrecipient now desire to amend the Agreement to revise the Program's
7 expenditure plan to accommodate the changes described above and allow the County's Administrative
8 Officer or designee to approve minor budgetary modifications as needed and appropriate.

9 The parties therefore agree as follows:

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

12 2. The recital located on page 3, lines 2-8 shall be deleted in its entirety, and replaced with the
13 following:

14 "WHEREAS, the SUBRECIPIENT represents that SLFRF provided under this Agreement will
15 provide funding assistance to increase capacity service levels to meet the community's demand in the
16 SUBRECIPIENT's Grocery Giveaway, CityServe, and the Senior Citizens Grocery Delivery programs
17 consisting of personnel salaries and benefits, utility fees, operational and office supplies, food and
18 bagging costs, facility security, and transport fuel expenditures beginning June 21, 2022 and ending
19 December 31, 2024, to would benefit disadvantaged neighborhoods and populations in and near
20 Northwest City of Fresno at no cost to individuals and families in need (Program);"

21 3. The recital located on page 3, lines 9-11 shall be deleted in its entirety, and replaced with the
22 following:

23 "WHEREAS, the SUBRECIPIENT represents that SLFRF will assist to meet its goal to feed an
24 estimated 36,000 individuals, including 6,000 senior residents, with a goal thereafter increasing its
25 numbers of fed individuals by approximately 20% each year, or until funds are expended; and"

26 4. Subsection D of Section 1, located on page 4, lines 12-17 shall be deleted in its entirety, and
27 replaced with the following:

1 “SUBRECIPIENT represents that it intends to use SLFRF to increase capacity service levels to meet
2 the community’s demand in the SUBRECIPIENT’s Grocery Giveaway, CityServe, and the Senior
3 Citizens Grocery Delivery programs, consisting of personnel salaries and benefits, utility fees,
4 operational and office supplies, food and bagging costs, facility security, and transport fuel
5 expenditures beginning June 21, 2022 and ending December 31, 2024, which would benefit
6 disadvantaged neighborhoods, as shown on Table 1-1 of Exhibit B, attached and incorporated by
7 this reference..”

8 5. Section 15, Modification, located on page 17, line 11 through 13, is deleted in its entirety, and
9 replaced with the following:

10 “Any matters of this Agreement may be modified from time to time by the written consent of all the
11 parties without, in any way, affecting the remainder. Changes to line items established in Revised
12 Exhibit B, which, when added together during the term of the Agreement do not exceed five percent
13 (5%) of the total maximum compensation payable to Subrecipient, may be made with the written
14 approval of Subrecipient and County’s Administrative Officer or designee. These modifications shall
15 not result in any change to the maximum compensation amount payable to Subrecipient, as
16 described in Section 13, herein.”

17 6. A portion of Exhibit A, located on page 26, lines 17-14, is deleted in its entirety, and replaced
18 with the following:

19 “SLFRF provided under this Agreement will provide funding assistance to increase capacity service
20 levels to meet the community’s demand in the SUBRECIPIENT’s Grocery Giveaway, CityServe, and
21 the Senior Citizens Grocery Delivery programs, consisting of personnel salaries and benefits, utility
22 fees, operational and office supplies, food and bagging costs, facility security, and transport fuel
23 expenditures beginning on June 21, 2022 through December 31, 2024, which will benefit
24 disadvantaged neighborhoods and populations in and near northwest City of Fresno at no cost to
25 individuals and families in need. SUBRECIPIENT represents that SLFRF will assist to meet its goal
26 to feed an estimated 36,000 individuals, including 6,000 senior residents, with the goal of increasing
27 its numbers by 20% each year, or until funds are expended.”

1 7. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
2 1 together constitute the Agreement.

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

4 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
5 this Amendment No. 1.

6 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized
7 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to
8 the terms of this Amendment No. 1.

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

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

16 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
17 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
18 purposes, including but not limited to evidentiary proof in any administrative or judicial
19 proceeding, and (2) has the same force and effect as the valid original handwritten signature
20 of that person.

21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
23 2.5, beginning with section 1633.1).

24 d. Each party using a digital signature represents that it has undertaken and satisfied the
25 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
26 and agrees that each other party may rely upon that representation.
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1 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
2 it by electronic means and either party may sign this Amendment No. 1 with an original
3 handwritten signature.

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

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

8 *[SIGNATURE PAGE FOLLOWS]*

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

ACTS FOUNDATION

COUNTY OF FRESNO



Kevin Foster, President of the Board of
Directors of the ACTS Foundation



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

Mailing Address:
ACTS Foundation
5125 N. Gates Avenue, Suite 101
Fresno, CA 93722

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

By: 

Deputy

For accounting use only:

Org: 1033
Fund: 0026
Subclass: 91021
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 one hundred
6 twenty-five thousand dollars (\$125,000), equivalent to twenty five percent (25%) of the Program's total
7 budgeted amount (\$500,000), to cover eligible expenditures in support of the Program. The first
8 drawdown request from SUBRECIPIENT to the COUNTY shall also be accompanied by a written
9 certification from the SUBRECIPIENT that the drawdown request for payment is consistent with the
10 amount of work scheduled to be performed or materials to be purchased with the amount of funding
11 being requested from the COUNTY. Drawdowns requests shall detail purchase orders, receipts, and
12 reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred
13 in support of the Program for items listed in Table 1-1 of Exhibit B of this Agreement.

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Table 1-1, Revised Expenditure Plan

Program Expenses	Cost Estimates	Budget Narrative
Food Cost, Food Handling Supplies, & Food Bank Fees (1)	\$46,000	This line includes food cost, food handling, and food bank fees and expenditures to host Grocery Giveaway, CityServe, and the Senior Citizens, Grocery Delivery program events. i.e. Central California Food Bank, and similar food bank providers and entities. (Line item consolidates Food Cost, Bag/Gloves, and Food Bank Fees.)
Supplies	\$1,575	Includes costs for supply items that support events and operations. For example, canopies, traffic control, office supplies, warehouse supplies.
Pick up and Delivery Fuel (2)	\$20,282	Includes fuel related costs in support of the programs.
Building Rental	\$108,500	Includes costs for building rental.
Full-Time Director Salary	\$155,000	Includes expenditures through December 2024 for salaries and benefits for a full-time director.
Part-Time Admin Salary	\$47,500	Includes expenditures through December 2024 for salaries and benefits for a part-time admin.
PT Delivery Driver (donation pickups)	\$28,500	Includes expenditures through December 2024 for salaries and benefits for a part-time delivery driver or consultant.
Custodian/Maintenance	\$15,500	Includes costs for facility maintenance and janitorial services.
Utilities (3)	\$39,940	Includes expenses related to utilities such as water, solid waste, recycling, electricity/gas; and communication cost such as internet and phone service in support of the programs.
Security	\$2,190	Includes cost to provide security.
Truck Insurance/Rental Vehicles/Forklift	\$23,520	Includes anticipate cost for vehicle insurance, rental vehicles such as forklift used for the programs.
Liability Insurance	\$4,700	Includes anticipate cost to fund Liability Insurance.
C-Train for CityServe/Programs	\$2,790	Includes cost to fund C-trains, storage containers.
Pest Control	\$3,100	Includes cost to provide pest control at facilities.
Contingency* (4)	\$903	Line item includes unanticipated expenses that may have not been accounted for in line-item estimates.
Grant Budget, Total	\$500,000	
1) Consolidates Food Cost, Bag/Gloves, and Food Bank Fees		
2) Consolidates Gas for Senior Deliveries and Donation Pickups		
3) Consolidates Internet, Phone, Electricity,		
4) Contingency, New Item to Account for Unforeseen Expenses		

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**

_____ **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)