

1 **CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

2 **AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

3 This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated

4 _____ and is between Fresno Economic Opportunities Commission, a California
5 nonprofit 501(c)(3) corporation whose address is 1920 Mariposa Street, Room 300, Fresno, CA 93721
6 (“Subrecipient”), and the County of Fresno (“County”), a political subdivision of the State of California.

7 **Recitals**

8 A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021
9 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”)
10 Program.

11 B. The ARPA authorizes the County to expend SLFRF for certain eligible purposes, including to
12 respond to the public health emergency or its negative economic impacts of the COVID-19 pandemic,
13 including addressing educational disparities, which includes academic, social, and emotional services
14 that benefit economical and socially disadvantaged individuals with various types of health and welfare
15 services and programs.

16 C. On March 28, 2023, the County and the Subrecipient entered into County agreement number 23-
17 119 (“Agreement”), to assist the Subrecipient with funding needed to replace 33 computers at the
18 Neighborhood Youth Center’s computer lab, which will increase equity in technology and access to high-
19 speed internet in a low-income community, will expand its service capacity to connect participants to
20 vocational training courses, job search and placement, college applications, social service programs,
21 and will be responsive to the negative economic impacts experienced by communities identified in QTCs
22 (Program).

23 D. The SLFRF provided under the Agreement was intended to support a strong and equitable
24 recovery from the COVID-19 pandemic and economic downturn by providing funds to assist a nonprofit
25 organization that helps low-income individuals develop both hard and soft skills that prepare them for
26 careers with competitive wages, and connect participants to resources and opportunities to advance
27 their personal and professional goals, and will benefit disadvantaged neighborhoods that have been
28 impacted by the pandemic primarily in Fresno County.

1 E. The Subrecipient represents that since the Agreement was executed, Subrecipient was able to
2 acquire the replacement equipment for the Neighborhood Youth Center's computer lab at a reasonable
3 savings. Subsequently, additional needs for computer equipment have been identified and fit under the
4 general intentions of the original grant award. However, the specific description of the original grant
5 does not allow Fresno EOC to fully expend the awarded funding as provided by the Fresno County
6 Board of Supervisors.

7 F. The Subrecipient represents that since the Agreement was executed, the Subrecipient's Local
8 Conservation Corps (LCC) has completed development of a second floor in its vocational training
9 building, adding three new classrooms. The Subrecipient represents that additional equipment is
10 needed to allow for research and testing on projects the LCC offers for clients engaged in forestry
11 training for both LCC corps members and participants from the Fresno Workforce Development Board.

12 G. The Subrecipient represents that \$40,978.74 of the original award was expended, leaving a
13 balance of \$7,605.26. The Subrecipient represents that the additional equipment is needed on the newly
14 constructed second floor, including: two (2) computers, two (2) monitors, one (1) printer, two (2) network
15 switches, and memory upgrades. The Subrecipient represents that there is no additional funding that
16 can be used to acquire this equipment, and that the purchase of the equipment will exhaust all funds
17 originally awarded. The Subrecipient represents that any costs exceeding the remaining unspent
18 balance will be covered by the Subrecipient.

19 H. The Revised Expenditure Plan on Table 1-1 of Revised Exhibit B will redistribute available funds
20 to a new line item, which identifies the equipment requested, along with a disclaimer that makes clear
21 that any costs exceeding remaining funding in the grant will be covered by the Subrecipient.

22 I. The Subrecipient represents that the Program would benefit from a revised Modification Clause
23 in the Agreement which would reduce the Subrecipient's administrative burden should recovery of
24 allowable costs be needed as the Program nears the completion of its contracted term.

25 J. The County and the Subrecipient desire to amend the Agreement to revise the Program's
26 Expenditure Plan and allow the County's Administrative Officer or designee to approve minor budgetary
27 modifications as needed and appropriate.

28 The parties, therefore, agree as follows:

1 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, March 28,
2 2023.

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

5 3. Section 15, Modification, of the Agreement, located on page 16, lines 16 through 17, is deleted in
6 its entirety, and replaced with the following:

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

14 4. A portion of Exhibit A, Program Description of the Agreement, located on page 25, line 16, is
15 deleted, and replaced with the following:

16 "...that there are 33 computers in its lab that are outdated and in need of replacement, and two
17 (2) Computers, two (2) monitors, one (1) printer, two (2) network switches, and memory
18 upgrades are needed for the newly constructed second floor of the vocational training building."

19 5. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
20 1 together constitute the Agreement.

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

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

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

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

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

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

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

24 [SIGNATURE PAGE FOLLOWS]
25
26
27
28

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

2 Subrecipient COUNTY OF FRESNO
3

4 *Emilia Reyes*
5 _____
6 Emilia Reyes,
7 Chief Executive Officer
8 Fresno County Economic Opportunities
9 Commission

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

10 Mailing Address:
11 Fresno Economic Opportunities Commission
12 1920 Mariposa Street, Suite 300,
13 Fresno, CA 93721

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

14 By: _____
15 Deputy

16 For accounting use only:
17 Org: 1033
18 Fund: 0026
19 Subclass: 91021
20 Account: 7845
21
22
23
24
25
26
27
28

1 **Revised Exhibit B**

2 Subrecipient Expenditure Plan

3 Subrecipient shall submit a written drawdown request for the payment of eligible necessary expenses in
4 support of the Program. Subrecipient may make one (1) drawdown request equivalent to the Program's
5 total budgeted amount (\$48,584), to cover eligible expenditures in support of the Program. The
6 drawdown request from Subrecipient to the County shall also be accompanied by a written certification
7 from the Subrecipient that the drawdown request for payment is consistent with the amount of work
8 scheduled to be performed or materials to be purchased with the amount of funding being requested
9 from the County, and that said drawdown request is in accordance with the Program, Table 1-1 of
10 Revised Exhibit B of this Agreement. The drawdowns request shall detail purchase orders, receipts,
11 and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be
12 incurred in support of the Program for items listed in Table 1-1 of Revised Exhibit B of this Agreement.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Revised Exhibit B (continued)
Table 1-1, Revised Expenditure Plan

Revised Expenditure Plan				
Fresno EOC, Local Conservation Corps., Computer Lab Upgrades and Newly Constructed Second Floor Equipment				Anticipated Costs
Computer Lab				
(33) HP ProDesk 600 G6 Mini Desktop computers				\$40,978.74
(33) ViewSonic 22" Monitors				
(2) HP LaserJet M507x Printers				
Second Floor Equipment				
(2) Computers, (2) Monitors, (1) Printer, (2) Network Switches, and Memory Upgrades*				\$7,605.26
Total:				\$48,584
<i>* Any costs that exceed available remaining funding in this Grant will be covered by Fresno EOC.</i>				

Revised Exhibit B (continued)

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 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)