

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 Metropolitan Ministry, a California nonprofit 501(c)(3)
5 corporation whose address is 3845 N. Clark St., Suite 101, Fresno, CA 93726 (“Subrecipient”), and the
6 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
12 responding to the public health emergency or the negative economic impacts of the COVID-19
13 pandemic, which includes providing funds for administration costs to implement a food assistance
14 program that benefits individuals in neighborhoods and communities that have experienced food
15 insecurity during the course of the COVID-19 pandemic, for the purpose of meeting ARPA’s goals.

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

21 D. The SLFRF provided under the Agreement was intended to provide funding assistance to
22 increase capacity service levels to meet the community’s demand in the SUBRECIPIENT’s existing
23 “Food to Share” program, consisting of personnel salaries and benefits for cargo van drivers, quality
24 assurance coordinators, program managers, F2S program coordinators, and cargo van operation
25 expenditures for calendar years 2023 and 2024, that would benefit disadvantaged neighborhoods and
26 populations in and near Southwest City of Fresno at no cost to individuals in need.

27 E. The Subrecipient represents that since Agreement 22-531 was executed, the rigid structure of
28 the approved Expenditure Plan requires that the Subrecipient present to the County an unreasonable

1 amount of supporting documentation to justify the organization's total quarterly costs so that the
2 Subrecipient may recover personnel costs and other direct costs from the SLFRF program, and that the
3 Expenditure Plan's line item descriptions, which have no flexibility when circumstances change, have
4 created an undue hardship in the administration of the grant, and have limited the Subrecipient's ability
5 to use available funds elsewhere in the expenditure plan on actual expenses that are necessary to
6 implement the Subrecipient's Program and which would otherwise be reimbursed with SLFRF.
7 Moreover, there was a calculation error in the original Expenditure Plan, which has created difficulty
8 assessing what was originally intended when the Expenditure Plan was developed.

9 F. The Revised Expenditure Plan on Table 1-1 of Exhibit B will correct the unforeseen calculation
10 error in the Subrecipient's previous presentation and reassign certain funds to other line items where
11 needs have changed since the program began. Without a modification to the Agreement, the
12 Subrecipient represents that funding under the original Expenditure Plan would be insufficient to
13 manage the increase in donations, and the impact those increases have had on the Program for driver
14 costs and supplies to accommodate the increased donations. The Revised Table 1-1 of Exhibit B will
15 redistribute available funds to optimally manage the Program by adjusting expenses in the different
16 categories and applying them across the term of the grant rather than the rigid compensation limits set
17 for each Fiscal Year.

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

22 H. The County and the Subrecipient desire to amend the Agreement to revise the Program's
23 Expenditure Plan and allow the County's Administrative Officer or designee to approve minor budgetary
24 modifications as needed and appropriate.

25 The parties, therefore, agree as follows:

26 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, November
27 29, 2022.

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

3 3. Section 15, Modification, of the Agreement, located on page 16, line 27 through page 17, line 1,
4 is deleted in its entirety, and replaced with the following:

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

12 4. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
13 1 together constitute the Agreement.

14 5. The Subrecipient represents and warrants to the County that:

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

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

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

22 a. An "electronic signature" means any symbol or process intended by an individual signing this
23 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
24 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
25 scanned and transmitted (for example by PDF document) version of an original handwritten
26 signature.

27 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
28 to a valid original handwritten signature of the person signing this Amendment No. 1 for all

1 purposes, including but not limited to evidentiary proof in any administrative or judicial
2 proceeding, and (2) has the same force and effect as the valid original handwritten signature
3 of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
6 2.5, beginning with section 1633.1).

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

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

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

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

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

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Subrecipient
DocuSigned by:

COUNTY OF FRESNO

Christina Alejo

79CEB42208C84DD
Christina Alejo, President
Board of Directors
Fresno Metropolitan Ministry

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

DocuSigned by:

Emogene Nelson

EDCB2647B5E64AE...
Emogene Nelson
Emogene Nelson,
Executive Director
Fresno Metropolitan Ministry

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

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

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-eight thousand dollars (\$128,000), equivalent to twenty five percent (25%) of the Program's total
7 budgeted amount (\$512,000), 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. Drawdown 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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1 **Revised Exhibit B (continued)**

2 Table 1-1, Revised Expenditure Plan

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4 **ARPA-Revised Expenditure Plan**

5 **Revised Table 1-1**

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7 **Personnel**

8

F2S Program Manager			\$ 42,510.00
F2S Drivers			\$ 299,430.00
Admin			\$ 53,045.00

9
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11 Sub-Total \$ 394,985.00

12 **Cargo Van Operating Expenses**

13

Fuel			\$ 50,470.00
Repairs/Maintenance			\$ 21,671.00
Insurance			\$ 23,000.00
DMV Registration			\$ 6,660.00
Bins/Totes/Supplies			\$ 15,214.00

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17 Sub-total \$ 117,015.00

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19 **Total Budget \$ 512,000.00**

1 **Revised Exhibit B (continued)**

2 Drawdown Request Form

3 Date:

4 County of Fresno
5 ARPA - SLFRF Coordinator
6 2281 Tulare Street, Room 304
7 Fresno, CA 93721

8 **Subject: Drawdown Request for**

Subrecipient Program

Subrecipient Name

9 In accordance with the executed Agreement for the above-referenced Program, the
10 [Subrecipient Name] is requesting drawdown payment of \$ _____ in support of the
11 Program.

12 The [Subrecipient Name] certifies that this request for payment is consistent with the amount of
13 work that has been completed to date, detailing items purchased, and expenses incurred in
14 support of the Program in accordance with the Subrecipient Expenditure Plan (Revised Exhibit
15 B, Table 1-1) documented in the executed Agreement, and as evidenced by the enclosed
16 invoices and supporting documents.

17 **Payee**

Invoice # / Contract #

Amount

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22 Sincerely,

23 [Subrecipient Officer]

24 [Subrecipient Name]

25 Enclosure(s)
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