

1 F. The Subrecipient represents they have sufficient personnel expenditures that are fully within the
2 scope of the Program, are otherwise reimbursable and, if reimbursed, can completely expend the grant
3 awarded to them, provided the Expenditure Plan may be amended to reflect the costs that developed
4 during the course of the Program.

5 G. The County and Subrecipient would also like to update the term of the Agreement to align with
6 current deadlines in use by the County.

7 H. The County and the Subrecipient now desire to further amend the Agreement to revise the
8 Program's expenditure plan to accommodate the changes described above.

9 The parties therefore agree as follows:

10 1. This Amendment No. 2 shall be retroactive to January 3, 2023.

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

14 3. Subsection D of Section 1, of the Agreement is deleted in its entirety, and replaced with the
15 following:

16 "Subrecipient represents that it intends to use SLFRF to bolster its existing program that
17 provides safe afterschool care and learning for children and youth, address the negative economic
18 impacts of the pandemic at seven club locations that serve areas in QTCs, areas near Title 1
19 elementary or middle schools, and in low-income geographic areas, and will provide funding assistance
20 to help fund operational expenses for the implementation of the Triple Play Program. SLFRF provided
21 under this Agreement will help fund operational expenses consisting of expenditures related to
22 personnel salaries and benefits, office supplies, educational resources and events, physical education
23 and mental health services which were impacted by the pandemic at the following locations:
24 Zimmerman, East Fresno, Pinedale, Clovis, Sanger, Reedley, and Mendota for the term of the Program
25 beginning July 1, 2022, and ending June 30, 2026, as shown on Table 1-1 of Revised Exhibit B-1,
26 attached and incorporated by this reference; and"

27 4. Subsection G of Section 1 shall be deleted in its entirety, and replaced with the following:
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1 "G. Timeline. Subrecipient shall ensure that the Program is diligently undertaken and completed, and
2 all SLFRF granted under this Agreement are fully expended, no later than June 30, 2026. By August 31,
3 2024, Subrecipient shall analyze, and shall report to COUNTY in writing, whether it can complete the
4 Program or fully expend the SLFRF granted under this Agreement by June 30, 2026. If Subrecipient is
5 not capable of completing the Program or fully expending the SLFRF granted under this Agreement on
6 the Program by June 30, 2026, Subrecipient shall return to COUNTY any previously issued SLFRF,
7 which have not been bindingly obligated to a permissible use, within fifteen calendar days."

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

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

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

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

16 7. The parties agree that this Amendment No. 2 may be executed by electronic signature as
17 provided in this section.

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

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

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- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 2 with an original handwritten signature.

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

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

[SIGNATURE PAGE FOLLOWS]

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

2 Subrecipient

COUNTY OF FRESNO

3 Signed by:
4 *Jason Hannold*
5 _____
6 Jason Hannold, President/CEO of
7 Boys and Girls Clubs of Fresno
8 County

_____ Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

9 Mailing Address:
10 Boys and Girls Clubs of Fresno County
11 540 N. Augusta Street
12 Fresno, CA 93701

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

13 By: _____
14 Deputy

15 For accounting use only:

16 Org: 1033
17 Fund: 0026
18 Subclass: 91021
19 Account: 7845

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1 **Revised Exhibit B-1**

2 Subrecipient Expenditure Plan

3 Subrecipient shall provide to County drawdown requests for payments for eligible expenses to
4 complete the Program. In the first thirty (30) days following the Effective Date of this Agreement,
5 Subrecipient may make one (1) drawdown request to a maximum of sixty thousand dollars (\$60,000),
6 equivalent to ten percent (10%) of the Program's total budgeted amount (\$600,000), to cover eligible
7 expenditures in support of the Program. The first drawdown request from Subrecipient to the County
8 shall also be accompanied by a written certification from the Subrecipient that the drawdown request
9 for payment is consistent with the amount of work scheduled to be performed or materials to be
10 purchased with the amount of funding being requested from the County. Drawdown requests shall
11 detail purchase orders, receipts, and reimbursement requests, detailing items purchased, and
12 expenses incurred or anticipated to be incurred in support of the Program for items listed in Table 1-1
13 of this Revised Exhibit B-1 of this Agreement.

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Revised Exhibit B-1 (continued)

Table 1-1, Revised Expenditure Plan

Revised Exhibit B-1: Table 1-1				
Personnel Expenses	Current Budget	Reduced	Added	2nd Amendment Expenditure Plan
Salaries				
Unit Directors	\$ 139,335.00		\$ 17,477.67	\$ 156,812.67
Program Directors	\$ 96,347.00		\$ 13,269.55	\$ 109,616.55
Program Assistant	\$ 97,046.00		\$ 66,806.95	\$ 163,852.95
Total Salaries	\$ 332,728.00		\$ 97,554.17	\$ 430,282.17
FICA				
Program Staff FICA	\$ 25,453.00			\$ 25,453.00
Total FICA	\$ 25,453.00			\$ 25,453.00
Total Personnel Expenses	\$ 358,181.00			\$ 455,735.17
Program Expenses				
Office Supplies	\$ 11,127.00	\$ 5,217.20		\$ 5,909.80
Program Supplies	\$ 13,127.00	\$ 6,586.80		\$ 6,540.20
Healthy Food Classes	\$ 22,254.00	\$ 12,201.48		\$ 10,052.52
Junior Staff	\$ 33,382.00	\$ 12,082.00		\$ 21,300.00
Recruiting	\$ 4,451.00	\$ 2,670.15		\$ 1,780.85
Educational Events	\$ 46,032.00	\$ 21,542.78		\$ 24,489.22
Recognition Incentives	\$ 12,593.00	\$ 7,335.36		\$ 5,257.64
Physical Ed./Supplies	\$ 20,593.00	\$ 14,515.02		\$ 6,077.98
Total Program Expenses	\$ 163,559.00	\$ 82,150.79		\$ 81,408.21
Total Personnel and Program	\$ 521,740.00			\$ 537,143.38
Indirect Costs	\$ 78,260.00	\$ 15,403.38		\$ 62,856.62
Total Budget	\$ 600,000.00	\$ 97,554.17	\$ 97,554.17	\$ 600,000.00

Revised Exhibit B-1
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-1, 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)