

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated  
March 19, 2024 and is between Exceptional Parents Unlimited Inc., a California nonprofit  
501(c)(3) corporation whose address is 4440 North First Street, CA 93726 (“Subrecipient”), and the  
County of Fresno (“County”), a political subdivision of the State of California.

**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 for certain eligible purposes, including to  
respond to the public health emergency or its negative economic impacts of the COVID-19 pandemic on  
early care and learning services, including services that benefit parents and families with infants and  
toddlers with special needs who need early learning services, which were negatively impacted due to  
required closures to comply with the emergency public health orders to contain the spread of COVID-19.

C. On November 29, 2022, the County and the Subrecipient entered into County agreement  
number 22-536 (“Agreement”), to help the Subrecipient administer the “Engage. Play. Inspire. Connect”  
(EPIC) program, an early childhood intervention program that provides developmental assessments,  
speech assessments, parenting education, and counseling for parents and families of infants and  
toddlers under the age of 5 with special needs and who often have underlying health conditions.

D. The SLFRF provided under the Agreement was intended to address the negative economic  
impacts of the pandemic on early learning services, and help bolster, support and preserve the EPIC  
program’s operation by providing SLFRF to fund personnel salaries and benefits expenditures, which  
will benefit parents and families of infants and toddlers with special needs who need early learning  
services, which were impacted by the pandemic.

E. The Subrecipient represents that since Agreement 22-536 was executed, the rigid structure of  
the approved Expenditure Plan requires that the Subrecipient present to the County an unreasonable  
amount of supporting documentation to justify the organization’s total quarterly costs so that the

1 Subrecipient may recover personnel costs and direct costs from the SLFRF program, and that the  
2 Expenditure Plan's line item descriptions and projected quarterly amounts, which have no flexibility  
3 when circumstances change, have created an undue hardship in the administration of the grant, and  
4 have limited the Subrecipient's ability to use available funds elsewhere in the expenditure plan on actual  
5 expenses that are necessary to implement the Subrecipient's Program and which would otherwise be  
6 reimbursed with SLFRF.

7 F. The Revised Expenditure Plan on Table 1-1 of Exhibit B will correct an unforeseen calculation  
8 error in the Subrecipient's previous methodology to estimate State Unemployment taxes (SUI) which  
9 inadvertently has created an ongoing quarterly cost savings that would prevent the Subrecipient's ability  
10 to fully expend the "Payroll Taxes & Workers Comp" line item. Both the SUI and Worker's Compensation  
11 rates that were used in the original budget have since decreased. Without a modification to the  
12 Agreement, the Subrecipient represents that funding under this line item will not be expended on time,  
13 while funding needs for other Program expenditures have increased. The Revised Table 1-1 of Exhibit B  
14 will redistribute available funds by adjusting expenses in the different categories and applying them  
15 across the term of the grant rather than the rigid quarterly compensation limits set for each Fiscal Year.

16 G. The Agreement's reimbursable time period is unclear and should be clarified through this  
17 Amendment No. 1.

18 H. 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 I. 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. The Agreement Recital on page 2, lines 23 through 28, is deleted in its entirety, and replaced  
2 with the following:

3 “ WHEREAS, the SUBRECIPIENT represents that SLFRF provided under this Agreement will  
4 address the negative economic impacts of the pandemic on early learning services, and will help  
5 bolster, support and preserve the EPIC program’s operation by providing SLFRF to help fund  
6 personnel salaries and benefits expenditures from July 1, 2022 through June 30, 2024, which will  
7 benefit patients and families of infants and toddlers with special needs who need early learning  
8 services, which were impacted by the pandemic (Program); and”

9 3. Section 1(D) of the Agreement, located at page 4, lines 17 through 23, is deleted in its entirety  
10 and replaced with the following:

11 “Subrecipient represents that it intends to use SLFRF to address the negative economic impacts  
12 of the pandemic on early learning services, and help bolster, support and preserve its EPIC  
13 program from July 1, 2022, through June 30, 2024, which will benefit individuals, parents, and  
14 families with infants and toddlers who have special needs as shown on Table 1-1 of Revised  
15 Exhibit B, attached and incorporated by this reference.”

16 4. All references to “Exhibit B” in the Agreement shall be amended to refer to “Revised Exhibit B.”  
17 Revised Exhibit B is attached to this Amendment No. 1 and incorporated by this reference.

18 5. A portion of Section 13, Grant Funding/Compensation, of the Agreement located on page 14  
19 lines 11 through 13, is deleted, and replaced with the following:

20 “... program. The provision of SLFRF for the Program will fund personnel salaries and benefits  
21 expenditures for its EPIC program from July 1, 2022, through June 30, 2024, as shown on Table  
22 1-1 of Revised Exhibit B, which will benefit individuals, parents, and families of infants and  
23 toddlers with special needs. SUBRECIPIENT shall measure progress and...”

24 6. Section 15, Modification, of the Agreement, located on page 16, lines 21 through 22, is deleted in  
25 its entirety, and replaced with the following:

26 “Any matters of this Agreement may be modified from time to time by the written consent of all  
27 the parties without, in any way, affecting the remainder. Changes to line items, as set forth in  
28 Revised Exhibit B, that, when added together during the term of the Agreement do not exceed

1 ten percent (10%) of the total maximum compensation payable to Subrecipient, may be made  
2 with the written approval of Subrecipient and County's Administrative Officer or designee. These  
3 modifications shall not result in any change to the maximum compensation amount payable to  
4 Subrecipient, as described in this Agreement."

5 7. A portion of Exhibit A, Program Description of the Agreement, located on page 25, lines 15  
6 through 17, is deleted, and replaced with the following:

7 "...funding for the EPIC program to fund personnel salaries and benefits expenditures from July  
8 1, 2022, through June 30, 2024, which will benefit individuals, parents, and families with infants  
9 and toddlers who have special needs that were impacted by the pandemic."

10 8. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.  
11 1 together constitute the Agreement.

12 9. The Subrecipient represents and warrants to the County that:

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

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

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

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

25 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent  
26 to a valid original handwritten signature of the person signing this Amendment No. 1 for all  
27 purposes, including but not limited to evidentiary proof in any administrative or judicial  
28

1 proceeding, and (2) has the same force and effect as the valid original handwritten signature  
2 of that person.

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

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

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

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

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

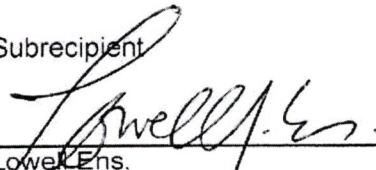
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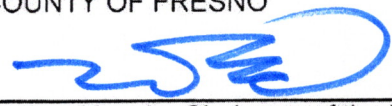
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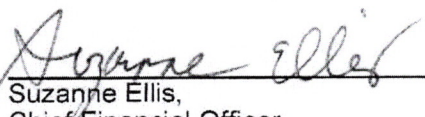
The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

COUNTY OF FRESNO

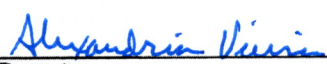
  
\_\_\_\_\_  
Lowell Ems,  
Chief Executive Officer  
Exceptional Parents Unlimited, Inc.

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

  
\_\_\_\_\_  
Suzanne Ellis,  
Chief Financial Officer  
Exceptional Parents Unlimited, Inc.

Mailing Address:  
Exceptional Parents Unlimited, Inc.  
4440 N. First Street  
Fresno, Ca 93726

**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

**Revised Exhibit B**

Subrecipient Expenditure Plan

Subrecipient shall provide to County reimbursement requests for payments for eligible expenses to complete the Program. It is expressly agreed and understood that the total amount of SLFRF to be granted by County to Subrecipient for the Program shall not exceed three hundred thousand, eight hundred and fifteen dollars (\$300,815), which will provide funding assistance to address the negative economic impacts of the pandemic on early learning services, and help bolster, support and preserve Subrecipient's EPIC Program. Reimbursement requests from Subrecipient to the County shall also be accompanied by a written certification from the Subrecipient that the request for payment is consistent with the amount of work and services completed, or materials purchased with the amount of funding being requested from the County. Reimbursement requests shall detail purchases, orders, receipts detailing expenses incurred in support of the Program for items listed in Table 1-1, Revised Expenditure Plan, of Revised Exhibit B of this Agreement.

Revised Exhibit B (continued)

Table 1-1, Revised Expenditure Plan

<b>Exceptional Parents Unlimited</b>		
<b>Table 1-1, Revised Expenditure Plan</b>		
<b>Year 1 - July 1, 2022 through June 30, 2023</b>	<b>FY 2022-23 Totals</b>	
	<b>ARPA Funding</b>	<b>Program Expenses</b>
Program Revenue		
County of Fresno ARPA Funding	\$ 148,200.00	
Subtotal		
Program Expenses		
Salaries		\$ 118,560.00
Health Insurance, Retirement		\$ 17,784.00
Payroll Taxes & Worker's Compensation		\$ 11,856.00
Subtotal Program Expenses		\$ 148,200.00
<b>Year 2 - July 1, 2023 through June 30, 2024</b>	<b>FY 2023-24 Totals</b>	
	<b>ARPA Funding</b>	<b>Program Expenses</b>
Program Revenue		
County of Fresno ARPA Funding	\$ 152,615.00	
Subtotal		
Program Expenses		
Salaries		\$ 128,826.00
Health Insurance, Retirement		\$ 15,711.00
Payroll Taxes & Worker's Compensation		\$ 8,078.00
Subtotal Program Expenses		\$ 152,615.00
<b>Total ARPA Budget:</b>	<b>\$ 300,815.00</b>	<b>\$ 300,815.00</b>

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**

18  
19  
20  
21  
22 Sincerely,

23 [Subrecipient Officer]

24 [Subrecipient Name]

25 Enclosure(s)  
26  
27  
28