

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated November 5, 2024 and is between Court Appointed Special Advocates Fresno and Madera Counties, a California nonprofit 501(c)(3) corporation, whose address is 2300 Tulare Street, Suite 210, Fresno, CA 93721 (“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 child welfare and the foster care system, whether through loss of a caregiver or domestic violence, or other associated costs of the pandemic.

C. On April 25, 2023, the County and the Subrecipient entered into County agreement number 23-197 (“Agreement”), to assist with operational expenditures with the Subrecipient’s mission to recruit advocates who represent the best interest of youth while they navigate the foster care system, assist to find emergency placement of foster youth, and improve employee retention, consisting of expenditures related to program administration, personnel salaries and benefits, training events, social events for foster youth, volunteer appreciation events, emergency materials and supplies for foster children, marketing and advertisement for volunteer recruitments, transportation, and educational resources and services.

D. The SLFRF provided under the Agreement was intended to address the negative economic impacts of the pandemic on child welfare and support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by providing funding assistance to the Subrecipient, which provides advocacy for and represents the best interests of foster youth in Fresno County who have been impacted by the pandemic.

1 E. The Subrecipient represents that since Agreement 22-536 was executed, the approved Cost of
2 Living Adjustments (COLA) of 3% per year is too precise, and limits CASA's ability to be reimbursed for
3 its efforts to hire, recruit, and retain employees in this competitive labor market. The Subrecipient
4 represents that under the current budget, it has been difficult to demonstrate how the 3% increase in
5 COLA was applied for personnel under its employee retention incentive effort apart from new hires who
6 are brought on board at the adjusted pay that incorporates the 3% COLA adjustment. The Subrecipient
7 represents that under the current Agreement, recovering COLA has been difficult, because the timeline
8 for its pay increases to go in effect do not clearly fit the Employee Retention narrative and would be
9 ineligible for reimbursement.

10 F. The Subrecipient represents that payroll increases beyond COLA adjustments are needed to
11 remain competitive in the marketplace. With increasing payroll costs to recruit and maintain adequate
12 personnel levels, the Subrecipient represents that a revision to the employee retention expense line to
13 remove the constraint attributed to COLA, and instead use SLFRF to offset personnel costs related to
14 salaries, payroll tax, and benefits, will remove the undue hardship in the administration of the grant, and
15 ensure that the Subrecipient can use available funds in the expenditure plan on actual expenses that
16 are necessary for the implementation of the Subrecipient's Program, and which would otherwise be
17 reimbursed with SLFRF.

18 G. The Revised Expenditure Plan on Table 1-1 of Exhibit B will correct an unforeseen calculation
19 error in the Subrecipient's Indirect Costs methodology. Without an amendment to the Agreement, the
20 Subrecipient represents that funding under this line item will not be fully expended. Moreover, the
21 Subrecipient represents that funding needs for other Program expenditures have changed slightly, and
22 would benefit from a revision as well. The Revised Table 1-1 of Exhibit B will redistribute available funds
23 by adjusting expenses in the different categories and amend the language to allow for needed flexibility
24 when providing supporting documentation for reimbursement requests. Additionally, the expenditure
25 plan line item with the Advocate Supervisor title is changed in Revised Table 1-1 to be titled Advocate
26 Coordinator, because the position does not supervise CASA staff but oversees and coordinates the
27 work of volunteers.

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1 H. The Subrecipient represents that the Program would benefit from a revised Modification Clause
2 in the Agreement, which would reduce the Subrecipient's administrative burden to recover allowable
3 costs by moving available funds from one category to another, if needed, to provide flexibility in cost
4 recovery as the Program nears the completion of its contracted term.

5 I. The County and the Subrecipient desire to amend the Agreement to revise the Program's
6 Expenditure Plan and allow the County's Administrative Officer or designee to approve minor budgetary
7 modifications as needed and appropriate.

8 The parties, therefore, agree as follows:

9 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, April 25,
10 2023.

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

13 3. Section 15, Modification, of the Agreement, located on page 16, lines 26 through 27, is deleted in
14 its entirety, and replaced with the following:

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

22 4. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.
23 1 together constitute the Agreement.

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

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

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

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

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

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

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
18 2.5, beginning with section 1633.1).

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

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

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

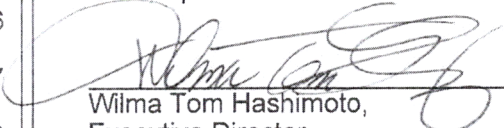
27 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
28 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

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

Subrecipient

COUNTY OF FRESNO



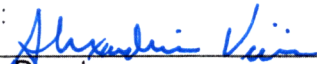
Wilma Tom Hashimoto,
Executive Director
Court Appointed Special Advocates for Fresno
and Madera Counties



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

Mailing Address:
Court Appointed Special Advocates of Fresno
and Madera Counties
2300 Tulare Street, Suite 210,
Fresno, CA 93721

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 submit reimbursement requests to the County every 60-days for the payment
4 of eligible expenses in support of the Program. It is expressly agreed and understood that the total
5 amount of SLFRF to be granted by County to Subrecipient for the Program shall not exceed two
6 hundred fifty thousand dollars (\$250,000), which will provide funding assistance to address the negative
7 economic impacts of the pandemic on child welfare, will provide funding assistance to help fund
8 operational expenses for the implementation of the Subrecipient’s mission to recruit advocates to
9 represent the best interest of the children and youth navigating the foster care system. Reimbursement
10 requests from Subrecipient to the County shall be every 60 days and shall be accompanied by a written
11 certification from the Subrecipient that the request for payment is consistent with the amount of work
12 and services completed, or materials purchased with the amount of funding being requested from the
13 COUNTY. Reimbursement requests shall detail purchases, orders, and receipts detailing expenses
14 incurred in support of the Program for items listed in Table 1-1 of Revised Exhibit B of this Agreement.
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Revised Exhibit B (continued)
 Table 1-1, Revised Expenditure Plan

CASA of Fresno & Madera			
Revised Expenditure Plan			
Personnel Costs	ARPA	Description	
Advocate Coordinator	\$ 129,400.00	Salaries, Payroll Taxes, Benefits	
Licensed Clinician(s)	\$ 20,000.00	Salaries, Payroll Taxes, Benefits	
Other Program Employees	\$ 45,000.00	Salaries, Payroll Taxes, Benefits	
Total Personnel Costs:		\$ 194,400.00	
Program Costs			
Training	\$ 4,500.00	Training, Materials, events	
Emergency Resources	\$ 15,000.00	Includes but not limited to food, clothing, hygiene, and educational items	
Travel	\$ 4,000.00	Includes but not limited to fuel, meals, etc.	
Marketing / Advertising	\$ 8,273.00	Recruitment efforts	
Program Data Collection and Management	\$ 1,100.00	Survey Costs, Data Collection, Database Mgt.	
Total Program Costs:		\$ 32,873.00	
Indirect Costs			
Indirect Costs	\$ 22,727.00	De Minimis	
Total Indirect Costs:		\$ 22,727.00	
Grand Total Program Expenditures:		\$ 250,000.00	

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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