

**THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF EL PASO AND
LA POSADA HOME, INC.**

This Third Amendment to the Subrecipient Agreement ("**3rd Amendment**") is made this 26th day of August 2024, between the County of El Paso, a political subdivision of the state of Texas ("**County**") and La Posada Home, Inc., a non-profit registered in the State of Texas located in El Paso County, Texas ("**La Posada Home, Inc.**" or "**Subrecipient**"). Subrecipient and County may be referred to singularly as a "**Party**" or collectively as "**Parties.**" For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, effective December 19, 2022, the parties entered into a Subrecipient Agreement ("**the Subrecipient Agreement**") for the provision of hiring a client specialist to provide services to survivors of family violence and members of a congregate living facility for homeless individual; and

WHEREAS, the Subrecipient Agreement is scheduled to terminate August 31, 2024; however, the Parties desire to extend the term of the Agreement through October 31, 2024 to grant the Subrecipient additional time to fulfill the Program Scope and modify the Program Budget to allow the Subrecipient to best utilize the Program Award within the remaining time of the Subrecipient Agreement.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Adoption of Recitals.** The above stated recitals are incorporated herein by reference and are made part of this 3rd Amendment and shall be as effective as if repeated verbatim.

2. **Effective Date.** The Effective Date of this 3rd Amendment shall be September 1, 2024.

3. **Amendments.**

A. All existing references to August 31, 2024, within the Subrecipient Agreement, as amended, to include but not be limited to recitals, termination date, obligation deadlines, and draw down schedules is changed to October 31, 2024.

B. Section 7 (Termination); Subsection E (Close-Out); Paragraph 2 is hereby amended and replaced as follows:

2. Subrecipient is responsible for timely providing the County all reporting necessary to comply with U.S. Treasury requirements. The Subrecipient must provide all close out reporting to the County on or before November 30, 2024. This is a material term of the Agreement and failure to comply

may result in the County's rejection of the Subrecipient's final request for reimbursement.

C. This Amendment amends and replaces Attachment B (Program Budget) and Attachment B-1 (Detailed Allowable Expenses) which are attached to this Amendment.

4. Except as amended herein, the Subrecipient Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties through their authorized representatives execute this Third Amendment.

COUNTY OF EL PASO

Ricardo Samaniego
El Paso County Judge

Date: _____

2022-0886 (La Posada) NOFO Subrecipient Agreement
2023-0220 La Posada Home, Inc. First Amendment ARPA
2024-0050 La Posada Home, Inc. Second Amendment ARPA
2024-_____ La Posada Home, Inc. Third Amendment ARPA

[Signature Page for Subrecipient]

LA POSADA HOME, INC.

M Barrera

Name: MONICA BARRERA

Title: CEO

Date: 8/16/24

ATTACHMENT B
Program Budget
On Following Pages

2022-0886 (La Posada) NOFO Subrecipient Agreement
2023-0220 La Posada Home, Inc. First Amendment ARPA
2024-0050 La Posada Home, Inc. Second Amendment ARPA
2024-_____ La Posada Home, Inc. Third Amendment ARPA

[illegible]

Internal Use Only

County Admin sign off: _____

Purchasing Sign off: _____

Printed Name and Title of Authorized Signer

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Reporting Periods may be monthly, quarterly or other, as agreed. Insert columns as necessary.
All expenses must include supporting documentation such as invoices, cancelled checks, payroll reports, etc.
Monthly reports and supporting documentation are submitted to your assigned TEAMS channel.
Any questions regarding budgets, expenses or supporting documentation should be directed to:
El Paso County Auditor Office / Grants Compliance Reporting Audit Division: auditorgrants.gem@epcounty.com

Last Rev 12/12/22

ATTACHMENT B-1
Detailed Allowable Expenses
On Following Pages

2022-0886 (La Posada) NOFO Subrecipient Agreement
2023-0220 La Posada Home, Inc. First Amendment ARPA
2024-0050 La Posada Home, Inc. Second Amendment ARPA
2024-_____ La Posada Home, Inc. Third Amendment ARPA

ATTACHMENT B-1



Project Budget

Project Period From: 11/1/22 to 10/31/2024

Organization Name: La Posada Home, Inc.

Project Title: Client Specialist

Date: July 3, 2024

Detail Budget Lines	Hourly Rate or Weekly Salary	Current Project Budget	Revised Project Budget	Budget Changes
Personnel				
1/Client Specialist \$3,600.00/mo/fringe				
8.75% = 72,000/20 mts.	\$20.77 an hour			-
Executive Director supervision: \$75,000 @ 15% of FT	\$36.06 an hour			-
520 hours of volunteers/per year @ 29.95/hr				-
				-
Subtotal		\$ 85,250.00	\$ 85,250.00	\$ -
Supplies and Materials				
				-
Office Supplies: \$205/mo/20 months		\$ 4,800.00	\$ 4,890.91	90.91
				-
Subtotal		\$ 4,800.00	\$ 4,890.91	\$ 90.91
Local Travel				
1,500 miles GSA approved rate		\$ 630.00	\$ 630.00	-
				-
Subtotal		\$ 630.00	\$ 630.00	\$ -
Small Operating Equipment (less than \$25k)				
Two computers		\$ 1,000.00	\$ 1,000.00	-
				-
Subtotal		\$ 1,000.00	\$ 1,000.00	\$ -
Large Capital Equipment (more than \$25k)				
				-
				-
Subtotal		\$ -	\$ -	\$ -
Communication/Promotion				
				-
				-
Subtotal		\$ -	\$ -	\$ -
Other Expenses				
Office Space : \$250/24 months				-
Telephone and Internet Services: \$12.50/24 mths				-
				-
Subtotal		\$ -	\$ -	\$ -
Professional/Contracted Services	Subject to indirect cost			
Accounting for reports, payroll and expenditures	0.00			-
	0.00			-
	0.00			-
	0.00			-
Subtotal	\$ -	\$ -	\$ -	\$ -
Project Subtotal		\$ 91,680.00	\$ 91,770.91	\$ 90.91
Indirect (if any - should not exceed 10% of Project Subtotal)		\$ 9,168.00	\$ 9,077.09	\$ (90.91)
				Balance
TOTAL (Project Subtotal + Indirect)		\$ 100,848.00	\$ 100,848.00	\$ -

* Personnel costs must be based on actual costs that will be documented with paystubs or payroll reports.

What is the 10% de minimis rate?

2 CFR 200.414(f) states that organizations can charge a 10% de minimis rate of modified total direct costs. Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subaward).

§ 200.68 Modified Total Direct Cost (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Per 2 CFR Section 200.1 (definition of MTDC), standard exclusions include expenditures for:

- Capital equipment
- Capital expenditures
- Participant support costs
- Patient care charges
- Rental of space
- Scholarships and fellowships
- The portion of a subcontract in excess of \$25,000
- Tuition remission

D. Until the equipment is finally disposed of, the Subrecipient shall ensure the Equipment's use is subject to the Management requirements set forth in 2 CFR §200.313(d) and maintain adequate documentation evidencing the same.

- 1) Within thirty (30) calendar days of the Subrecipient's receipt of the equipment, and annually thereafter, the Subrecipient shall provide the County a written document containing the following: description of the equipment, serial number or other identification number for each piece of equipment, notation that the Subrecipient holds the title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the ARPA award through which the equipment was acquired, the location, use and condition of the equipment, and when appropriate, ultimate disposition data, including the date of disposal and sale price of the equipment.
- 2) At least once every two years, beginning from the date of the Subrecipient's receipt of the equipment, the Subrecipient shall take a physical inventory of the equipment and reconcile the results with the documentation provided to the County pursuant to sub-section 1) above. The Subrecipient shall submit the certified results of the physical inventory to the County for review.
- 3) The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage or theft of equipment. The Subrecipient shall investigate any loss, damage, or theft, and report findings regarding the same to the County.
- 4) The Subrecipient shall develop adequate maintenance procedures in order to keep the Equipment in good condition.
- 5) Prior to final disposition, the Subrecipient shall seek prior written authorization from the County, and if authorized or required to sell the equipment, follow proper sales procedures to ensure the highest possible return. Subrecipient must submit reports to County at least annually on the status of real property purchased with the Program Funds for the term of the Agreement.