

STATE OF TEXAS

COUNTY OF EL PASO

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF EL PASO TEXAS AND WORKFORCE SOLUTIONS
BORDERPLEX FOR SMALL BUSINESS SUPPORT

This Second Amendment to the Subrecipient Agreement between the County of El Paso and Workforce Solutions Borderplex for Small Business Support (“**Second Amendment**”) is made this 24th day of March 2025, between the County of El Paso, a political subdivision of the state of Texas (“**County**”) and Workforce Solutions Borderplex (“**WSB**” 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 August 7, 2023, the parties entered into a Subrecipient Agreement between the County of El Paso Texas and Workforce Solutions Borderplex for Small Business Support (“**Subrecipient Agreement**”) (Contract No. 2023-0550) for the provision of aid in the recovery and growth of impacted small businesses in El Paso County which experienced negative economic harm during and in the aftermath of the COVID-19 pandemic; and

WHEREAS, effective August 5, 2024, the Parties amended the Subrecipient Agreement (“**First Amendment**”) to extend the term through March 31, 2025 and adjust the Program Scope, , Program Budget and the Detailed Allowable Expenses to capture the full scope of services to be provided by WSB and the appropriate budget allocation for those services; and

WHEREAS, the Parties now desire to amend the Subrecipient Agreement to adjust the Program Budget (Attachment B) and the Detailed Allowable Expenses (Attachment B-1) to reallocation of funds within their existing total award amount and to extend the contract term to July 31, 2025, in order to ensure full utilization of resources and maximize program impact.

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 Second Amendment and shall be as effective as if repeated verbatim.

2. Effective Date. The Effective Date of this Second Amendment shall be the 24th day of March 2025.

3. Amendments.

1. Section 6 of the **Subrecipient Agreement**, which was later amended by the **First Amendment**, is now amended and replaced with the following:

Section 6. Term.

Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates on July 31, 2025.

2. Program Budget (Attachment B) and the Detailed Allowable Expenses (Attachment B-1) to the **Subrecipient Agreement**, which were later amended by the **First Amendment**, are now further amended and replaced with the Program Budget (Attachment B) and the Detailed Allowable Expenses (Attachment B-1) attached hereto.

4. All other terms and conditions not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Second Amendment to the Agreement which shall be effective on the 24th day of March 2025.

THE COUNTY OF EL PASO

WORKFORCE SOLUTIONS BORDERPLEX

By _____
Ricardo A. Samaniego
County Judge

By _____
Leila H. Melendez
CEO

Attachment B

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



Project Budget

Project Period From: 07/24/23 to 07/31/25

Organization Name: Workforce Solutions Boderplex

Project Title: El Paso County ARPA Workforce Investment/Small Business

Date: 02/25/25

| Detail Budget Lines | | Total Original Budget | Revised Project Budget | Budget Changes |
|--|------------------------------|-----------------------|------------------------|----------------|
| *Personnel | Hourly Rate or Weekly Salary | | | |
| Administrative Costs | | | | |
| 1 FTE - approximately 15% of time to be spent on this program | | \$ 12,800.00 | \$ 12,800.00 | \$ - |
| Budget Analyst \$58,000 Annual Salary | | | | |
| 23% Fringe Benefits | | | | |
| 5 DTS Consultants | | \$ 153,200.00 | \$ 153,200.00 | \$ - |
| Subtotal | | \$ 166,000.00 | \$ 166,000.00 | \$ - |
| Supplies and Materials | | | | |
| | | | | |
| | | | | |
| Subtotal | | \$ - | | |
| Local Travel | | | | |
| | | | | |
| | | | | |
| Subtotal | | \$ - | | |
| Small Operating Equipment (less than \$25k) | | | | |
| DTS Support : 45 small businesses | | \$ 67,000.00 | \$ 98,644.90 | \$ 31,644.90 |
| IT related equipment that may include software, computers, or other basic IT related needs to help businesses maximize efficiency. | | | | |
| Businesses will own the equipment, not WSB. | | | | |
| Laptop and peripheral devices for DTS consultants | | \$ 5,000.00 | \$ 4,802.30 | \$ (197.70) |
| Subtotal | | \$ 72,000.00 | \$ 103,447.20 | \$ 31,447.20 |
| Large Capital Equipment (more than \$25k) | | | | |
| | | | | |
| | | | | |
| Subtotal | | \$ - | | |
| Communication/Promotion | | | | |
| | | | | |
| | | | | |
| Subtotal | | \$ - | | |
| Other Expenses | | | | |
| Small business support 1.5 DTS Consultants | | \$ - | \$ - | \$ - |
| | | | | |
| Subtotal | | \$ - | \$ - | \$ - |
| Professional/Contracted Services | | | | |
| Incumbent Worker Training: 40 businesses | | \$ 98,400.00 | \$ 66,952.80 | \$ (31,447.20) |
| CRM Software | | \$ 4,100.00 | \$ 4,100.00 | \$ - |
| Feasibility Study | | \$ 17,500.00 | \$ 17,500.00 | \$ - |
| Subtotal | | \$ 120,000.00 | \$ 88,552.80 | \$ (31,447.20) |
| Project Subtotal | | \$ 358,000.00 | \$ 358,000.00 | \$ (0.00) |
| **Indirect (if any - should not exceed 10% of Project Subtotal) | | | | |
| TOTAL (Project Subtotal + Indirect) | | \$ 358,000.00 | \$ 358,000.00 | \$ (0.00) |

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

**Applicant may choose to forgo Indirect in final contract.

Please include budget narrative explaining budgeted line items. A more detailed budget may be requested at a later time, if awarded.