

**SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF EL PASO AND
EL PASOANS FIGHTING HUNGER**

This Second Amendment to the Subrecipient Agreement (“**Second 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 El Pasoans Fighting Hunger, a non-profit registered in the State of Texas located in El Paso County, Texas (“**El Pasoans Fighting Hunger**” 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 15, 2022, the parties entered into a Subrecipient Agreement (“**the Subrecipient Agreement**”) for the provision of implementing a workforce training program to provide valuable and necessary job skills to unemployed or underemployed workers; and

WHEREAS, effective March 20, 2022, under a First Amendment to the Subrecipient Agreement the parties amended the Subrecipient Agreement to capture and apply the County’s adoption of the federal procurement thresholds; 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 Second Amendment and shall be as effective as if repeated verbatim.

2. Effective Date. The Effective Date of this Second 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 Second Amendment.

COUNTY OF EL PASO

Ricardo Samaniego
El Paso County Judge

Date: _____

[Signature Page for Subrecipient]

EL PASOANS FIGHTING HUNGER

Susan Goodell
Chief Executive Officer

Date: _____

Program Budget

Subrecipient Name:	El Pasoans Fighting Hunger
Subrecipient Address:	
Contract #:	2023-0112

Budget & Expense Form for ARP Act Contracts & Subrecipients

[illegible]

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal (ARP Act) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise."

Internal Use Only

County Admin sign off:

Purchasing Sign off:

Subrecipient Authorized Signature

Date

Printed Name and Title of Authorized Signer

Reporting information:

ATTACHMENT B-1

Detailed Allowable Expenses



Project Budget
Project Period From: _____ to _____

Organization Name: El Pasoans Fighting Hunger

Project Title: 2023-0112

Date: 6/5/2024

Detail Budget Lines	Current Project Budget	Revised Project Budget	Budget Changes
*Personnel			
Existing Positions			
Chief Operations Officer	\$ 28,666.67	\$ 52,501.42	23,834.75
Director of Programs	\$ 49,658.67	\$ 15,651.58	(34,007.09)
Director of Operations	\$ 37,500.00	\$ 28,644.09	(8,855.91)
Contract and Compliance Specialist	\$ 27,397.20	\$ 43,279.82	15,882.62
Assistant Distribution Manager	\$ 52,496.75	\$ 34,034.26	(18,464.49)
Processing Lead 1	\$ 31,800.38	\$ 27,772.37	(4,028.01)
Processing Lead 2	\$ 35,451.00	\$ 21,664.43	(13,786.57)
Processing Lead 3	\$ 28,453.50	\$ 22,428.09	(6,025.41)
IT Manager	\$ -	\$ 21,580.22	21,580.22
Executive Assistant (Admin Assistance to Grant)	\$ -	\$ 10,000.00	10,000.00
New Positions			
Chief People Officer	\$ -	\$ 57,210.23	57,210.23
Program Manager	\$ 85,000.00	\$ 64,317.19	(20,682.81)
Program Lead Position 1	\$ 45,000.00	\$ 13,045.00	(31,955.00)
Trainer	\$ 45,000.00	\$ 10,545.00	(34,455.00)
Subtotal	\$ 466,426.16	\$ 422,673.70	(43,752.46)
Supplies and Materials			
Training Materials	\$ 50,000.00	\$ 55,756.00	5,756.00
Corrugated cardboard,tape, pallet wrap, PPE, uniform, etc.	\$ 10,000.00	\$ 35,080.00	25,080.00
Subtotal	\$ 60,000.00	\$ 90,836.00	\$ 30,836.00
Local Travel			
			-
			-
Subtotal	\$ -	\$ -	\$ -
Small Operating Equipment (less than \$25k)			
Computer Hardware	\$ 0.00	\$ 50,322.90	50,322.90
Training Furniture (Desks,Chairs)	\$ 0.00	\$ 3,958.90	3,958.90
Subtotal	\$ -	\$ 54,281.80	\$ 54,281.80
Large Capital Equipment (more than \$25k)			
			-
			-
Subtotal	\$ -	\$ -	\$ -
Communication/Promotion			
			-
			-
Subtotal	\$ -	\$ -	\$ -
Other Expenses			
Program Staff Training	\$ 34,446.01	\$ -	(34,446.01)
Certifications for Pilot Cohorts	\$ 10,446.01	\$ -	(10,446.01)
Industrial Lift Truck & Material Handling Certifications	\$ 10,500.00	\$ -	(10,500.00)
Training Room Upgrade	\$ 0.00	\$ 14,026.68	14,026.68
Train the Trainer Certifications	\$ 20,946.01	\$ -	(20,946.01)
Subtotal	\$ 55,392.02	\$ 14,026.68	(41,365.34)
Professional/Contracted Services			
Subject to indirect cost			-
			-
			-
Subtotal	\$ -	\$ -	\$ -
Project Subtotal	\$ 581,818.18	\$ 581,818.18	\$ 0.00
Indirect (if any - should not exceed 10% of Project Subtotal)	\$ 58,181.82	\$ 58,181.82	\$ 0.00
TOTAL (Project Subtotal + Indirect)	\$ 640,000.00	\$ 640,000.00	\$ 0.00

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