

**FIRST AMENDMENT TO
SUBRECIPIENT GRANT AGREEMENT BETWEEN
THE COUNTY OF EL PASO AND
FII-NATIONAL DBA UPTOGETHER FOR
EMERGENCY RELIEF ASSISTANCE (COVID-19 CARES FUNDING)**

WITNESSETH

WHEREAS, on June 28, 2021, the County of El Paso, Texas, a political subdivision of the State of Texas (the “County”) and FII-National *dba* UpTogether, (hereinafter “Subrecipient”) entered into a Subrecipient grant agreement for emergency relief assistance (COVID-19 CARES Funding) (County Contract #2021-0382) (the Agreement) for emergency relief assistance for qualifying individuals and families.

WHEREAS, the Parties wish to enter into a First Amendment in order to make the following substantive edits to the Agreement 1) clarify the business entity status of Subrecipient, 2) amend when information may be disclosed to non-participating entities, 3) amend Exhibit B; and 4) amend Exhibit E; and

WHEREAS, Section 4.9 of the Agreement provides that any amendment to this Agreement shall not be binding on the Parties unless such amendment be in writing, executed by both the County and Subrecipient and dated subsequent to the date hereof; and

WHEREAS, regardless of the date signed by the Parties this amendment shall have an effective date of June 28, 2021; and

NOW THEREFORE, the County and the Subrecipient, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

MODIFICATION

The Parties hereby agree that FII-National *dba* UpTogether is a California non-profit corporation registered as a foreign corporation doing business in Texas.

**AMENDMENT
SECTION 2. Funding Financial Terms**

SECTION 2.9 shall be amended to replace reference to Section 3.4 to Section 3.5 so that the amended sentence in section 2.9 shall now read as follows:

The Parties agree that any records containing personally identifiable information (PII) produced in connection with an audit shall be kept confidential in accordance with the provisions of Section 3.5 herein.

AMENDMENT

SECTION 3. Deliverables and Reporting

SECTION 3.5 shall be deleted in its entirety and replaced with the following:

3.5 Personally Identifiable Information of recipients (including but not limited to First and Last Name, Address on file, and/or information gathered to verify the identity and eligibility of the recipient on file) may be disclosed only in the event of an audit or in response to a valid order of a court or authorized government agency. If a Party is the subject of a governmental investigation, subpoena or other effort to obtain confidential or Personally Identifiable Information regarding funding applicants or recipients, that Party will, to the greatest extent allowed by law, (1) promptly notify the other Party, (2) cooperate with the other Party in its attempts to limit or defeat such disclosure, and (3) disclose such information only when and to the extent it is advised by counsel that it is required by law. This provision shall survive the termination of this Agreement.

AMENDMENT

SECTION 6. Miscellaneous

Section 6.16. Notices shall be amended to reflect the correct spelling of Subrecipient's notice recipient's name as follows:

Subrecipient: FII-National
Ivanna Neri
663 13th Street, Suite #200
Oakland, CA 94612

AMENDMENT

ATTACHMENT B Program Budget

Attachment B is replaced in its entirety with the new Attachment B, attached herein.

AMENDMENT

ATTACHMENT E Required Subrecipient Information

Attachment E is replaced in its entirety with the new Attachment E, attached herein.

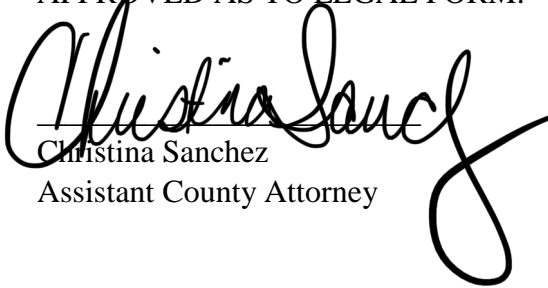
SIGNATURES TO FOLLOW ON NEXT PAGE

[Signature page for the County of El Paso]

COUNTY OF EL PASO:

Ricardo A. Samaniego
County Judge

APPROVED AS TO LEGAL FORM:



Christina Sanchez
Assistant County Attorney

APPROVED AS TO CONTENT:

Irene G. Valenzuela, Executive Director
Community Services Department

[Signature page for Subrecipient]

SUBRECIPIENT:

Name: Jesus Gerena

Title: CEO

The person signing on behalf of Subrecipient represents and warrants and certifies that he has full legal authority to execute this Agreement on behalf of Subrecipient and has authority to bind Subrecipient to all the terms, conditions, provisions and obligations contained herein.