

THE STATE OF TEXAS) **SECOND AMENDMENT TO**
) **SUBRECIPIENT AGREEMENT**
COUNTY OF EL PASO)

This Second Amendment to the Subrecipient Agreement (“Second Amendment”), is made and entered into by and between the **COUNTY OF EL PASO, TEXAS** ("County"), a political subdivision of the State of Texas, and **THE GREATER EL PASO CHAMBER OF COMMERCE**, ("**Subrecipient**"), a Texas non-profit Internal Revenue Code Section 501(c)(3) corporation. Subrecipient and County may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement.

WHEREAS, the Parties entered into a Subrecipient Agreement, County contract number 2020-0646, effective September 1, 2020, and then entered into a First Amendment to the Subrecipient Agreement, County contract number 2021-0477. The parties now desire to further amend the Agreement to supplement the Agreement in certain respects; and

WHEREAS, Coronavirus Disease 2019 (“COVID 19) is a virus identified as the cause of an outbreak of respiratory illness detected in the United States; and

WHEREAS, by March 13, 2020, after the Centers for Disease Control affirmed COVID19 as a global pandemic, the President of the United States, the Governor of Texas and both the El Paso County Judge and Mayor of El Paso, declared the COVID-19 pandemic as a disaster in their respective overlapping jurisdictions and which such declaration of disaster continues; and

WHEREAS, by the end of March, the Governor of Texas and both the El Paso County Judge and Mayor of El Paso further ordered all non-essential businesses to close to avoid gatherings of more than ten people within 6 feet of one another; and

WHEREAS, these orders, while having a positive effect of slowing the rate of transmission of COVID-19, adversely affected businesses and the workforce in the County. For some that meant business and living expenses would continue to mount up without any revenue, income or wages to pay them; and

WHEREAS, the County received funds from the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”) administered by the United States Department of Treasury (“Granting Agency”) for the Coronavirus Relief Fund program (“Program Funds”); and

WHEREAS, the CARES Act funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); and

WHEREAS, the funds used in this Agreement were not accounted for in the budget approved for that time period by the County of El Paso; and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on September 1, 2020, and ends on December 30, 2020.

WHEREAS, the County finds that the funds distributed under the Program Scope of this Agreement, are necessary expenditures and are consistent with the CARES Act; and

WHEREAS, on September 2, 2020, May 28, 2020, May 4, 2020 and April 22, 2020 the Granting Agency issued guidance and provided that CARES Act funds may be used for programs aimed at assisting small businesses with the costs of business interruption caused by required closures, tailored to assist those businesses in need of such assistance; and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within El Paso County; and

WHEREAS, pursuant to Texas Local Government Code Section 381.004(c), the County Commissioners Court may contract with another entity to administer such a program and may use County funds or other resources for the program;

WHEREAS, the County has identified and determined that collaborating with The Greater El Paso Chamber of Commerce and allocating Program Funds for the Business Solutions Center will help businesses who are considering closing or are in danger of closing due to the COVID-19 crisis; and

WHEREAS, the budget of Subrecipient requires amendments based on the allocation of the funds; and

WHEREAS, the Parties wish to enter into this Second Amendment in order to reflect this intention.

NOW THEREFORE, the County and the Subrecipient, in consideration of the terms, conditions, and covenants contained in this Agreement, hereby agree as follows:

Recitals Incorporated into the Agreement: The recitals in the Agreement above are incorporated into the Agreement and are expressly made a part of the terms of the Agreement.

ARTICLE I

1. Attachment “B”, Program Budget of the Agreement, is replaced with the attached Attachment “B” Program Budget Updated 3 9 2022.

ARTICLE II GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This First Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.
3. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
4. **Amendments.** No amendment of any provision of this First Amendment shall be valid unless the same shall be in writing and signed by each of the parties hereto.
5. Except as set forth in this First Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

(Signatures follow on next page.)

COUNTY SIGNATURE PAGE

County of El Paso

RICARDO A. SAMANIEGO
COUNTY JUDGE

Attest:

By: _____
Delia Briones, County Clerk
Date: _____

Approved as to content:

By: _____
Michael Hernandez
El Paso County Economic Development Director

Approved As To Legal Form:

By:  _____
Assistant County Attorney

SUBRECIPIENT SIGNATURE PAGE

THE GREATER EL PASO CHAMBER OF COMMERCE:

By: _____
Stephen Voglewede
Interim CEO

(The foregoing representative of Subrecipient expressly represents execution of this Agreement has been lawfully authorized by the Subrecipient)