

THE STATE OF TEXAS       §  
  §  
COUNTY OF EL PASO       §

**FIRST AMENDMENT TO  
SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF EL PASO TEXAS AND  
AYUDA, INC. FOR EMERGENCY RENTAL ASSISTANCE (ERA) 2 PROGRAM**

**WHEREAS**, the County of El Paso Texas (“**County**”) and AYUDA, Inc. (“**Subrecipient**”), entered into a Subrecipient Agreement (Contract No. 2023-0304) (the “**Agreement**”), for the provision of financial assistance and housing stability services to eligible households under Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021); and

**WHEREAS**, on February 8, 2023, the County received funds from the United States Department of Treasury (“**Granting Agency**”) for the Emergency Rental Assistance Program (ERA 2) to continue the provision of financial assistance and housing stability services to eligible households under Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021); and

**WHEREAS**, the County and Subrecipient wish to enter into this First Amendment to the Subrecipient Agreement to make some revisions to the Program Scope and extend the term of the Agreement through November 30, 2023. Regardless of the date this First Amendment is signed, all changes shall have an effective date of October 1, 2023.

**NOW, THEREFORE**, the County and 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:

**1. Section 2 of the Subrecipient Agreement, Funding Amount, shall be revised as follows:**

- a. The following sentence in Section 2 of the Agreement:

Subrecipient shall **Expend Program Funds in their entirety on or before September 30, 2023.**

Shall be replaced in its entirety by the following:

Subrecipient shall **Expend Program Funds in their entirety on or before October 31, 2023.**

- b. The following sentence in Section 2 of the Agreement:

For purpose of this Agreement, the term (“**Allowable Expenses**”) means any expenses (1) expended on or before September 30, 2023, (2) that are eligible under the OMB Requirements, Program Funding Requirements, this Agreement, and/or Granting Agency Requirements, and (3) that comply with the Program Budget under this Agreement.

Shall be replaced in its entirety by the following:

For purposes of this Agreement, the term (“**Allowable Expenses**”) means any expenses (1) expended on or before October 31, 2023, (2) that are eligible under the OMB

Requirements, Program Funding Requirements, this Agreement, and/or Granting Agency Requirements, and (3) that comply with the Program Budget under this Agreement.

- c. The following sentence in Section 2 of the Agreement:

Notwithstanding anything to the contrary, the parties understand that the Disbursement Amount must be expended in its entirety no later than September 30, 2023.

Shall be replaced in its entirety by the following:

Notwithstanding anything to the contrary, the parties understand that the Disbursement amount must be expended in its entirety no later than October 31, 2023.

**2. Section 4 of the Subrecipient Agreement, Term, shall be revised as follows:**

- 4. **Term.** Unless terminated sooner as allowed under this Agreement, the term of this Agreement commences on the Effective Date and terminates November 30, 2023.

**3. Attachment A: Program Scope, Section A – Use of the Funds, shall be revised as follows:**

The following sentence in Section A of Attachment A:

**Subrecipient shall complete 100% of the services described under this Program Scope no later than September 30, 2023.**

Shall be replaced in its entirety by the following:

**Subrecipient shall complete 100% of the services described under this Program Scope no later than October 31, 2023.**

**4. Attachment A: Program Scope, Section G – Program Files, Closeout and Post-Closeout Reports of the Program Scope, shall be revised as follows:**

- a. The following sentence in Section G – Program Files, Closeout and Post-Closeout Reports:

**1. Program Files.** Subrecipient shall submit program files and records for previous reporting periods on or before September 30, 2023.

Shall be replaced in its entirety by the following:

**1. Program Files.** Subrecipient shall submit the program files/records for previous reporting periods to the County on or before November 20, 2023.

- b. The following sentence in Section G – Program Files, Closeout, and Post-Closeout Reports:

**2. Closeout Report.** Subrecipient shall provide a Closeout Report at the end of the grant period, on or before the September 30, 2023.

Shall be replaced in its entirety by the following:

**2. Closeout Report.** Subrecipient shall provide a Closeout Report at the end of the grant period, on or before the November 20, 2023.

c. The following sentence in Section G – Program Files, Closeout and Post-Closeout Reports:

**3. Post-Closeout Report.** The report must reflect any corrections made to the Close-out report submitted on September 20, 2023.

Shall be replaced in its entirety by the following:

**3. Post-Closeout Report.** The report must reflect any corrections made to the Closeout report.

3. Except as modified herein, all other terms and conditions of the Agreement remain the same.

**IN WITNESS WHEREOF**, the parties have executed this first amendment to be effective as of October 1, 2023.

**COUNTY OF EL PASO:**

**AYUDA, INC.:**

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Ricardo A. Samaniego, County Judge

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Miguel Chacon, Executive Director