RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a First Amendment to that certain Subrecipient Agreement ("Agreement") for the establishment and administration of the Ciy of El Paso Small Business Grant and Interest Buy-Down Program by and between City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the "City"), and LiftFund Inc., a Texas non-profit organization ("LiftFund"; "Sub-Recipient"; or "Contractor") increasing the Funding Amount by \$605,000 to a total of \$3,105,000.

APPROVED this 15th day of August, 2023

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura Prine

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director

Economic and International Department

THE STATE OF TEXAS) FIRST AMENDMENT TO A SUB-RECIPIENT AGREEMENT [ARPA-Economic Impacts]

This First Amendment to that certain Subrecipient Agreement ("Agreement") for the establishment and administration of the Ciy of El Paso Small Business Grant and Interest Buy-Down Program is made this 15 day of AUGUST, 2023, by and between the City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the "City"), and LiftFund Inc., a Texas non-profit organization ("LiftFund"; "Sub-Recipient"; or "Contractor").

WHEREAS, on January 31, 2023, the City Council for the City of El Paso approved entering into a Subrecipient Agreement with LiftFund to institute the City of El Paso Small Business Grant & Interest Buy-Down Program to entities affected by the COVID-19 pandemic;

WHEREAS, the parties desire to amend the funding amount, increasing it by \$605,000 all other terms will remain the same.

WHEREAS, the Agreement may be amended under the provisions of section 7.13 of the Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

 The 1st sentence of Section 3.1 PAYMENT TO SUB-RECIPIENT. is revised to read as follows:

The CITY shall pay to the Sub-Recipient an amount not to exceed \$3,105,000 for all services and reimbursable preformed pursuant to this Agreement.

Except as amended herein, the Agreement between the City and Applicant shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

<u>CITY</u> THE CITY OF EL PASO:

Cary Westin

Interim City Manger

APPROVED AS TO FORM:

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic and International Development

SUB-RECIPIENT:

LIFTFUND INC., a Texas non-profit organization

Name: Nelly Rojas-Moreno

Title: Chief Operating & Financial Officer

ATTACHMENT A

AMENDED TIMELINE

Program Timeline		
February 1, 2023	Eligibility criteria finalized and contract signed	
February 1- March 10, 2023	Build online application and website.	
March 6- March 31, 2023	Program promotion: public virtual info session, social media, eblasts, press release, community outreach by City contractors	
March 13 – May 31, 2023	Application Open Period (or until funds exhausted)	
March 31, 2023	First applicant Analysis Report submitted to City. Weekly pipeline reports submitted until program concludes.	
April 3 – June 30, 2023	Application Review, doc collection	
July 3 – September 8, 2023	Award notification via DocuSign	
July 24 – September 15, 2023	Funding disbursement to awardees	
September 22, 2023	Final Grants Award Analysis Report due to EDD	
July 2024	Follow up survey to recipients + results reported to City	

ATTACHMENT B

AMENDED BUDGET

Budget @ \$2,500,000 @ 10% admin fee	Associated Cost
Personnel & Benefits	\$211,600
Website, Application, Direct Costs, Promotional Efforts,	\$70,750
Translation, Other Contractual Program Support	\$22,650
Interest Buy Down Program	\$100,000
Grants Allocation	\$2,700,000
Total Program Cost	\$3,105,000