

**FIRST AMENDMENT
TO THE
ARPA SUBRECIPIENT AGREEMENT
BETWEEN
BRAZORIA COUNTY**

This first amendment ("First Amendment") is made by and between Brazoria County, Texas, and hereinafter referred to as the "County" and the Pearland Neighborhood Center, hereinafter referred to as the "Subrecipient."

WHEREAS, the County and Subrecipient executed an agreement ("Agreement"), which was approved by Commissioners Court for the purpose of utilizing the County's American Rescue Plan Act (ARPA) Funds;

WHEREAS, the Subrecipient has timely requested an extension of the program compliance and period of performance in order to complete the project contemplated under the Agreement; and

WHEREAS, the Subrecipient has requested that the budget be modified and amended as followed: Remove the purchase of the Freezer (\$8000) and use these funds to purchase and install security cameras and have a licensed electrician modify the Center's electrical system to manage the addition of the food pantry generator purchased under the Food Program budget.

WHEREAS, the parties desire to execute this First Amendment to express their mutual desire to reaffirm all terms, conditions, and covenants stated in the original Agreement and to extend the program compliance and period of performance end date of the Agreement.

NOW THEREFORE, in exchange for good and valuable consideration, the parties hereto agree as follows:

1. The parties' Agreement be and hereby is amended, to extend the period of performance of November 1, 2024, to April 30, 2025, and the budget modification to include cost of labor and materials for improvements of the Food Program, as set forth on **Exhibit A** attached hereto and made a part hereof.
2. All other terms and conditions of the Agreement shall remain in full force and effect.
3. Any conflict between the terms of this First Amendment and the Agreement shall be governed by this First Amendment.

(signatures on next page)

EXHIBIT A

SCOPE OF SERVICES AND BUDGET

1. Principal Tasks

The Subrecipient will be responsible for administering the **Food Program and Job Assistance Programs/Projects**, which includes (General Description).

Food Program: Equipment and supplies needed to meet the increase demand for food in response to the COVID-19 public health emergency and its negative economic impact to impacted residents and families. With the new equipment and supplies the center will be able to acquire the additional food, store it safely and distribute it effectively to the growing numbers of struggling residents of Brazoria County.

Job Program: Operation expenses, supplies and equipment needed to provide technical and job coaching support to residents of Brazoria County who have lost their jobs due to the impact of the pandemic. The project will develop a job training support and assistance lab with the focus to mentor and assist these impacted residents. The ARPA funds will provide for the acquisition of computers, A/V equipment, technical support systems, records storage, software, Broadband access, and printing.

The Subrecipient will administer all tasks encompassed in the aforesaid Projects in compliance with all applicable federal, state and local rules and regulations governing the Projects, in a manner satisfactory to the County.

2. Approved Budget

TOTAL AMOUNT OF AWARD: \$59,500.00
FOOD PROGRAM

Description of Funded Items/Services	Total Budget
<i>Generator with Installation: to maintain electricity to food storage and other vital areas of the center during power failures</i>	\$25000
<i>Signage: To purchase improved signage in and outside the center to improve client access and safety</i>	\$8500
<i>Built-in shelving</i>	\$9000
<i>install security cameras and have a licensed electrician modify the Center's electrical system to manage the addition of the food pantry generator</i>	\$8000
<i>Pantry flooring</i>	\$9000
TOTAL	\$59,500

EXHIBIT A- CONTINUED

SCOPE OF SERVICES AND BUDGET

TOTAL AMOUNT OF AWARD: \$40,000
JOB ASSISTANCE PROGRAM


Description of Funded Items/Services	Total Budget
<i>Computer-related (software, hardware, internet, etc.)</i>	22,000.00
<i>Liability Insurance/Fidelity Bond*</i>	2,000.00
<i>Capital Investments: Furniture/Fixtures and Equipment</i>	16,000.00
TOTAL	\$40,000

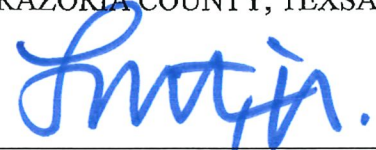
Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the County.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the parties' Agreement to be duly executed the day and year aforesaid.

ATTEST:

BRAZORIA COUNTY, TEXAS

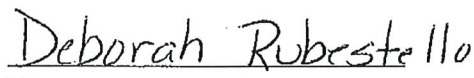

Name


L.M. Sebesta, Brazoria County Judge

Dated: 10/31, 2024

ATTEST:

PEARLAND NEIGHBORHOOD CENTER


Name


Name

Dated: Oct 29, 2024