

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 5 TO CONTRACT NUMBER 61160002398
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM (CFDA#93.569)

This Amendment Number 5 to Community Services Block Grant Program Contract Number 61160002398 ("Fifth Amendment") by and between the Texas Department of Housing and Community Affairs ("Department"), a public and official agency of the State of Texas, and **Webb County Community Action Agency** ("Subrecipient"), a political subdivision of the State of Texas, hereinafter collectively referred to as "Parties", is executed to be effective on **April 01, 2017**.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed the Community Services Block Grant Program Contract Number 61160002398 to be effective on January 1, 2016 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 2, Contract Term, of this Contract is hereby amended and replaced in its entirety to read as follows:

"Section 2, Contract Term. This Contract shall commence on **January 01, 2016**, and, unless earlier terminated, shall end on **May 31, 2017** ("Contract Term")."

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Fifth Amendment. In the event this Fifth Amendment and the terms of the Contract are in conflict, this Fifth Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Fifth Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Fifth Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Fifth Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Fifth Amendment shall be effective and memorializes an effective date of **April 01, 2017**.

AGREED TO AND EFFECTIVE BY: **April 01, 2017**

SUBRECIPIENT:

**Webb County Community Action Agency
a political subdivision of the State of Texas**

By: **Ricardo Martinez**

Title: **Executive Director**

Date: **April 25, 2017 1:24 pm**

DEPARTMENT:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas**

By: **Timothy K. Irvine**

Title: **Its duly authorized officer or representative**

Date: **April 27, 2017 3:08 pm**