

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 2 TO CONTRACT NUMBER 61170002648
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-17-BI-TX- COSR
Award Year (Year of Award from HHS to TDHCA): 2017
Unique Entity Identifier Number: 052767030

This Amendment Number 2 to Community Services Block Grant Program Contract Number **61170002648** ("Second Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Webb County Community Action Agency**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed to be effective on **June 01, 2017**.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. **61170002648** to be effective on January 1, 2017 ("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 4. A Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$385,701.00** in accordance with the budget as approved by the Department and the terms of this Contract."

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 Second Amendment. In the event this Second Amendment and the terms of the Contract are in conflict, this Second 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 Second 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 Second 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 Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Second Amendment shall be effective and memorializes an effective date of **June 01, 2017**.

AGREED TO AND EXECUTED BY: **June 01, 2017**

SUBRECIPIENT:

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

By:

Title:

Date:

DEPARTMENT:

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

By:

Title: Its duly authorized officer or representative

Date: