

Maricela Benavides

From: Maria G. Silva
Sent: Friday, November 30, 2018 2:59 PM
To: Maricela Benavides
Cc: Javier Ramirez
Subject: FW: CEAP AMENDMENT # 2

Ms. Benavides.

Please submit the 2018 CEAP Amendment# 2 agenda following Mr. Flores instructions.

Thank you,



Maria Silva
CSS Program Manager
Webb County Community Action Agency
Phone# (956) 523-4182
Fax# (956) 717-2257
mgsilva@webbcountytexas.gov

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@webb_caa



@webbcaa

From: James Flores
Sent: Friday, November 30, 2018 2:56 PM
To: Maria G. Silva <mgsilva@webbcountytexas.gov>
Cc: Melinda Mata <melmata@webbcountytexas.gov>
Subject: RE: CEAP AMENDMENT # 2

Ms. Silva:

Upon review of the "draft" agenda item for the Comprehensive Energy Assistance Program (CEAP) - Amendment #2 from the Texas Department of Housing and Community Affairs (TDHCA) for the Program Year 2018, I have determined that it is compliant with the SPOC. Please submit the agenda item and all associated backup through the Agenda Quick Link under the Economic Development agenda items.

Should you have any questions or comments, feel free to contact me at 4607.

Thank-you.



James Flores

Director

Webb County

Economic Development Department

jflores@webbcountytx.gov

(956)523-4605

From: Maria G. Silva

Sent: Friday, November 16, 2018 1:49 PM

To: James Flores <jflores@webbcountytx.gov>

Cc: Javier Ramirez <jramirez@webbcountytx.gov>; Maricela Benavides <mbenavides@webbcountytx.gov>

Subject: FW: CEAP AMENDMENT # 2

Importance: High

Good afternoon, Mr. Flores.

Please find attached for your review, agenda item to be submitted for next Commissioner's Court meeting. Agency has received and increase in funds and extension to March 30, 2019 for the CEAP Program. Please advise of any corrections or changes.

Subject:

Discussion and possible action to approve funding increase Amendment # 2 in of THIRTY ONE THOUSAND ONE HUNDRED AND NINETY NINE (\$31,199.0 Program Year 2018 Comprehensive Energy Assistance Program (CEAP) Grant 58180002804 from Texas Department of Housing and Community Affairs (TDH addendum will increase the Program Year 2018 CEAP from ONE MILLION SIX NINETY FIVE HUNDRED FOUR HUNDRED AND THIRTY SIX (\$1,695,436.00 MILLION SEVEN HUNDRED AND TWENTY SIX HUNDRED AND THIRTY FIVE (\$1,726,635.00) and authorizing the County Judge to sign all relevant documents. This action will not have an impact on the General Fund. Account# 2362-5150-3303
All documentation has been submitted to Economic Development and is compliant with
Issue: Approve funding increase to Amendment # 2 for the CEAP Program for for the Program Year 2018 in the amount of \$31,199.00.

Solution: The Comprehensive Energy Assistance Program (CEAP) provides d services to eligible, disabled and low income residents of Webb County.

Result: The services are intended to assist eligible Webb County residents with highest remaining calendar months of energy consumption.

Thank you,



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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58180002804
FY 2018 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. 2 to Comprehensive Energy Assistance Program Contract Number. **58180002804** 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 Texas nonprofit corporation ("Subrecipient"), hereinafter collectively referred to as "Parties",

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58180002804** ("Contract") on **January 01, 2018** 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.

The following Contract sections is hereby amended as follows:

1. Section 2. Contract Period, of this Contract is hereby amended to read as follows:

The period for performance of this Contract, unless earlier terminated is **January 01, 2018** through **March 31, 2019** (hereinafter the "Contract Term").

2. Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$1,726,635.00**."

3. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

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

SECTION 8.

This Amendment shall be effective and memorializes an effective date of **September 15, 2018**.

WITNESS OUR HAND EFFECTIVE: **September 15, 2018**

SUBRECIPIENT:

Webb County Community Action Agency
a Texas nonprofit corporation

By: **Javier Ramirez**
Title: **Executive Director**
Date: **October 15, 2018 4:24 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: **October 19, 2018 4:02 pm**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58180002804
FY 2018 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A
BUDGET

Webb County Community Action Agency,
a Texas nonprofit corporation

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,726,635.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 124,663.00	-
Direct Services	\$ 1,600,772.00	-
TOTAL CEAP BUDGET	\$ 1,725,435.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 694,015.00	43.36
Utility Assistance	\$ 694,014.00	43.35
Program Services	\$ 212,743.00	13.29
TOTAL DIRECT SERVICES	\$ 1,600,772.00	100.00

Subrecipient's service area consists of the following Texas counties:

WEBB

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s) and if the contract remains open.

If the contract remains open, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses.

If the contract is closed, Subrecipient must return the vendor refund(s) to the Department containing the contract number and appropriate budget line item associated to the refund(s).

Maricela Benavides

From: Maricela Benavides
Sent: Thursday, November 15, 2018 11:05 AM
To: Maria G. Silva
Cc: Javier Ramirez
Subject: CEAP AMENDMENT # 2
Attachments: CEAP Amendment # 2.pdf

Ms. Silva,

Attached is the agenda for the CEAP Amendment # 2 for Mr. Flores review.

Thank You.

MARICELA BENAVIDES

Executive Administrative Assistant
Webb County Community Action Agency
Office (956) 523-4177
Fax (956) 523-5016
Email: mbenavides@webbcountytexas.gov

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