

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 1 TO CONTRACT NUMBER 61190003065
FY 2019 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-1901TXCOSR
Award Year (Year of Award from HHS to TDHCA): 2019
Unique Entity Identifier Number: 052767030

This Amendment Number 1 to Community Services Block Grant Program Contract Number 61190003065 ("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".

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. 61190003065 ("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 Financial Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Financial 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 **\$279,776.00** in accordance with the budget as approved by the Department with the community action plan (as may be amended in writing), and the terms of this Contract."

SECTION 2.

Section 34. Community Action Plan, of this Contract is hereby amended to read as follows:

"Section 34. Community Action Plan

- A. As a condition of receipt of continued funding under the Act and as further described in 10 TAC §6.209, Subrecipient shall submit annually by September 1 to the Department a community action plan including National Performance Indicators ("NPI") for the following year's funding that includes:
1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 3. a description of how funding under this Act will be coordinated with other public and private resources; and,
 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. Subrecipient must attain previously identified 2019 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2019.

- C. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before May 1st of every third (3rd) year.
- D. To retain eligible entity status, Subrecipient will submit every five (5) years a strategic plan to the Department on or before August 1st of every fifth (5th) year."

SECTION 3.

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 4.

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

SECTION 5.

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 6.

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 7.

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 8.

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

SECTION 9.

This Amendment shall be effective on **January 22, 2019.**

AGREED TO AND EXECUTED BY:

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:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 1 TO CONTRACT NUMBER 61190003065
FY 2019 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-1901TXCOSR
Award Year (Year of Award from HHS to TDHCA): 2019
Unique Entity Identifier Number: 052767030

This Amendment Number 1 to Community Services Block Grant Program Contract Number 61190003065 ("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".

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. 61190003065 ("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 Financial Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Financial 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 **\$279,776.00** in accordance with the budget as approved by the Department with the community action plan (as may be amended in writing), and the terms of this Contract."

SECTION 2.

Section 34. Community Action Plan, of this Contract is hereby amended to read as follows:

"Section 34. Community Action Plan

- A. As a condition of receipt of continued funding under the Act and as further described in 10 TAC §6.209, Subrecipient shall submit annually by September 1 to the Department a community action plan including National Performance Indicators ("NPI") for the following year's funding that includes:
1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 3. a description of how funding under this Act will be coordinated with other public and private resources; and,
 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. Subrecipient must attain previously identified 2019 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2019.

- C. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before May 1st of every third (3rd) year.
- D. To retain eligible entity status, Subrecipient will submit every five (5) years a strategic plan to the Department on or before August 1st of every fifth (5th) year."

SECTION 3.

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 4.

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

SECTION 5.

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 6.

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 7.

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 8.

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

SECTION 9.

This Amendment shall be effective on **January 22, 2019.**

AGREED TO AND EXECUTED BY:

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: