

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003318
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2001TXE5C3
Award Year (Year of Award from HHS to TDHCA): 2020
Unique Entity Identifier Number: 052767030

This Amendment No. 2 to Comprehensive Energy Assistance Program and CARES Act Contract Number **58990003318** 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 Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number **58990003318** 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, addendums and exhibits are hereby amended as follows:

1. Section 2. Contract Term

This Contract shall commence on **March 27, 2020**, and, unless earlier terminated, shall end on **September 30, 2021** ("Contract Term").

2. SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

D. Department is not liable for any cost incurred by Subrecipient which:

5. is not reported to Department on a monthly expenditure or performance report within thirty (30) calendar days following the end of the Contract Term; or

3. Section 5. METHOD OF PAYMENT/CASH BALANCES

D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP contract for a period not to exceed thirty (30) calendar days from the end of the Contract Term.

4. Section 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

A. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP and CARES Act contract for a period not to exceed thirty (30) calendar days from the end of the Contract Term.

5. Section 10. REPORTING REQUIREMENTS

- C. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than thirty (30) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within thirty (30) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

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 **May 01, 2021**.

WITNESS OUR HAND EFFECTIVE: **May 01, 2021**

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: