

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 34210003698
FY 2021 The Consolidated Appropriations Act (PL 116-260)
(CFDA # 93.499)**

**Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2101TXLWC5
Award Year (Year of Award from HHS to TDHCA): 2021
Unique Entity Identifier Number: KJ57ZV6UCFB4**

This Amendment No. 2 to 2021 Low Income Household Water Assistance Program ("LIHWAP") Contract Number 34210003698 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 the "Parties".

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number. 34210003698 ("Contract") on January 01, 2022 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:

1. Subsection F of Section 4, DEPARTMENT FINANCIAL OBLIGATIONS, of this Contract is hereby amended as follows:

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 \$1,251,056.00.

2. Exhibit A. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
3. Exhibit B. Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.
4. 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.

5. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
6. 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.
7. 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.
8. 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.
9. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
10. This Amendment shall be effective and memorializes an effective date of March 15, 2023.

WITNESS OUR HAND EFFECTIVE: March 15, 2023

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
 AMENDMEDNT NO. 2 TO CONTRACT NUMBER 34210003698
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 FY 2021 LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

EXHIBIT A

BUDGET

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

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,251,056.00 LIHWAP FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 114,853.48	-
Direct Services	\$ 1,136,202.52	-
P1 Restoration of Services	\$ 513,306.52	
P1 Water/Waste Water	\$ 0.00	
P1 Multiple Services	\$ 0.00	
P1 Other Water Services	\$ 0.00	
P2 Prevention of Disconnection	\$ 483,895.00	
P2 Water/Waste Water	\$ 0.00	
P2 Multiple Services	\$ 0.00	
P2 Other Water Services	\$ 0.00	
P3 Rate Reduction (Current Bill)	\$ 0.00	
P3 Water/Waste Water	\$ 0.00	
P3 Multiple Services	\$ 0.00	
P3 Other Water Services	\$ 0.00	
Outreach/Eligibility	\$ 139,001.00	
TOTAL CEAP BUDGET	\$ 1,251,056.00	-

General Administrative and coordination of LIHWAP, 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 13.13% of the Contract expenditures. All other administrative costs, exclusive of costs for outreach/eligibility determination, must be paid with nonfederal funds.

Program services costs including outreach/eligibility determination costs and household benefits costs shall not exceed the maximum 86.87% of the Contract expenditures of which 12.79% is allocated for outreach/eligibility determination costs and 74.08% is allocated for household benefits costs. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services such as outreach/eligibility determination and household benefits, 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 LIHWAP.

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.

Subrecipient is limited to only one budget revision request during the first eight (8) months of the Contract Term. A second and final budget revision must be received by the Department no later than forty-five (45) calendar 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 LIHWAP 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 Term has expired.

If the Contract Term has not expired, 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 during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

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EXHIBIT B

PERFORMANCE STATEMENT

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

PERFORMANCE BENCHMARKS AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND PERFORMANCE REPORT

The original amount of funds awarded under this Contract can be found in Section 4F of the Contract.

1. By June 30, 2022, Subrecipient must demonstrate expenditure of 25% or greater of the original amount funds awarded under this Contract;
2. By April 30, 2023, Subrecipient must demonstrate expenditure of 40% or greater of the original amount of funds awarded under this Contract;
3. By June 30, 2023, Subrecipient must demonstrate expenditure of 60% or greater of the original amount of funds awarded under this Contract;
4. By August 31, 2023, Subrecipient must demonstrate expenditure of 80% or greater of the original amount of funds under this Contract;
5. Subrecipient must submit a final Monthly Expenditure and Performance Report no later than 45 days after the end of the Contract Term.