

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 5 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. 5 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 Low Income Household Water 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. Section 2, CONTRACT TERM, of this Contract is hereby amended as follows:

This Contract shall commence on January 01, 2022, and, unless earlier terminated in writing, shall end on March 15, 2024 ("Contract Term").

2. Subsection D. 7. of Section 4, DEPARTMENT FINANCIAL OBLIGATIONS, of this Contract is hereby deleted and replaced in its entirety as follows:

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

7. is not reported to Department on a monthly expenditure and performance report within fifteen (15) calendar days following the end of the Contract Term.

3. Subsection D. of Section 5, METHOD OF PAYMENT/CASH BALANCES, of this Contract is hereby deleted and replaced in its entirety as follows:

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 eligible 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 LIHWAP contract for a period not to exceed fifteen (15) calendar days from the end of the Contract Term.

4. Subsection C. of Section 10, REPORTING REQUIREMENTS, of this Contract is hereby deleted and replaced in its entirety as follows:
 - C. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than fifteen (15) 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 fifteen (15) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
5. Exhibit B. Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.
6. 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.
7. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
8. 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.
9. 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.
10. 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.
11. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
12. This Amendment shall be effective and memorializes an effective date of December 15, 2023 .

WITNESS OUR HAND EFFECTIVE: December 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
CONTRACT NUMBER 34210003698
The Consolidated Appropriations Act, 2021 (PL 116-260) (CFDA # 93.499)
FY 2021 LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

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 15 days after the end of the Contract Term.