

MARGIE R. IBARRA
COUNTY CLERK
FILED

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA SELF-HELP CENTER PROGRAM

NOV 15 2016 3:45 PM
WEBB COUNTY, TEXAS

AMENDMENT NO. 1 TO
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS

BY AG DEPUTY

CFDA: 14.228 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Awarding Federal Agency: U.S. Department of Housing and Urban Development

Federal Award Number(s): B-17-DY-48-001

Federal Award Year(s): 2009, 2010 and 2015

Pass Through Entity: Texas Department of Housing and Community Affairs

HUD Entity Type: Subrecipient

TDHCA Award Year(s): 2016

Unique Entity Identifier Number: 052767030

This Amendment No. 1 to Texas Department of Housing and Community Affairs Colonia Self-Help Center Program Contract No. 7216013 ("First Amendment") is made and entered into by and between the County of Webb, a political subdivision of the State of Texas ("Subrecipient"), and the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA"), and (hereinafter, collectively referred to as "Parties"), to be effective on the date provided herein.

RECITALS

WHEREAS, on October 4, 2016, and September 19, 2016, TDHCA and Subrecipient, respectively, executed that certain TDHCA Colonia Self-Help Center Program Contract No. 7216013 to be effective on September 1, 2016 ("Contract"), for the performance of community development activities;

WHEREAS, the Parties desire to increase the Contract Amount pursuant to Colonia Self-Help Center Program Rule under Title 10, Part 1, Chapter 25 of the Texas Administrative Code effective November 28, 2019;

WHEREAS, the Parties desire to decrease the reconstruction budget, increase the residential rehabilitation budget, increase the new construction budget, and increase the assistance amounts for all reconstruction, new construction and rehabilitation activities commenced on or after November 28, 2019, stated in the "Performance Statement" attached as Exhibit A to the Contract and in the "Contract Budget" attached as Exhibit B to the Contract pursuant to Colonia Self-Help Center Program Rule under Title 10, Part 1, Chapter 25 of the Texas Administrative Code effective November 28, 2019;

WHEREAS, in accordance with Section 16, CHANGES, AMENDMENTS AND MODIFICATIONS, of the Contract, 10 TAC §20.14, and 10 TAC §25.8, TDHCA has the authority to amend the Contract accordingly; 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 E, Limitation of Liability, in Section 4, TDHCA OBLIGATIONS, of this Contract is hereby amended to read as follows:

“E. **Limitation of Liability.** TDHCA shall not be liable for costs incurred or performances rendered by the Subrecipient before commencement of the Contract Term, after the Contract Term, or if terminated early, unless upon termination of this Contract, the Subrecipient receives written approval from TDHCA and they are specifically identified in the “Performance Statement” attached hereto as Exhibit A and the “Contract Budget” attached hereto as Exhibit B. TDHCA shall not be liable to the Subrecipient for any costs incurred by the Subrecipient which are not allowable costs or for costs incurred for any performances rendered hereunder which are not strictly in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract, TDHCA’s total obligation and payment under this Contract shall not exceed the amounts available under this Contract in accordance the “Contract Budget” attached hereto as Exhibit B of which Two Hundred Four Thousand One Hundred Seventy-Two and No/100 Dollars (\$204,172) are from Federal Award Year 2009, Four Thousand One Hundred Two (\$4,172) and No/100 Dollars are from Federal Award Year 2010, and Seven Hundred Ninety-One Thousand Six Hundred Fifty-Six and No/100 Dollars (\$791,656) are from Federal Award Year 2015, for a total of One Million and No/100 Dollars (\$1,000,000). TDHCA reserves the right to make any appropriate adjustments and provisions of other obligations, limitations, costs and expenses. However, no CSHC award shall be more than \$1 million as further outlined in Colonia Self Help Center Program Rule.”

2. The “PERFORMANCE STATEMENT” attached as Exhibit A to the Contract is hereby amended and replaced in its entirety, with the “PERFORMANCE STATEMENT”, consisting of five (5) pages, attached as Attachment #1 to this First Amendment.
3. The “CONTRACT BUDGET” attached as Exhibit B to the Contract is hereby amended and replaced in its entirety, with the “CONTRACT BUDGET”, consisting of one (1) page, attached as Attachment #2 to this First Amendment.

4. All the remaining terms and provisions 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 First Amendment. In the event of a conflict between the terms of this First Amendment and the terms of the Contract, this First 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. The Parties agree that nothing in this First Amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the Contract.
7. This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
8. This First 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. By the signing of this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein.
10. 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.
11. This First Amendment shall be effective on the last date of execution by both Parties.

WITNESS OUR HANDS EFFECTIVE:


SUBRECIPIENT:

COUNTY OF WEBB, a political subdivision of the State
of Texas

By: 
Name: The Honorable Tano E. Tijerina
Title: County Judge, County of Webb, Texas

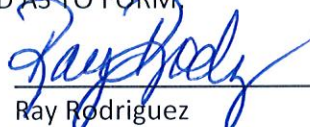
Date: _____

ATTESTED:

By: 
Name: Margie Ramirez-Ibarra
Title: County Clerk, County of Webb, Texas



APPROVED AS TO FORM:

By: 
Name: Ray Rodriguez
Title: Asst. General Counsel, Webb County Civil
Legal Division, County of Webb, Texas

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court on February 24th, 2020; Item No. 20 Approval of Self-Help Center Contract Amendment No. 1.

THIS AMENDMENT IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

APPROVED AND ACCEPTED ON BEHALF OF TDHCA.

TDHCA:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: _____

Name: _____

Title: Its duly authorized officer or representative

Date: _____

**AMENDMENT NO. 1 TO
CONTRACT NO. 7216013
ATTACHMENT #1**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA SELF-HELP CENTER PROGRAM
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

**EXHIBIT A
PERFORMANCE STATEMENT**

I. SERVICE AREA

Subrecipient shall carry out the following activities in in the Webb County Colonia Self-Help Center (SHC) service area colonias of **Los Altos, San Carlos I & II, Ranchitos 359 East, and Pueblo Nuevo.**

II. BENEFICIARIES

- A. **Qualifications.** The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled.

- B. **Budget.** The Subrecipient shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the "Contract Budget" attached as Exhibit B to the Contract.

- C. **Target and Eligibility Requirements.** The total number of beneficiaries to be targeted will be one thousand eight hundred eighty-six (1,886) persons, of which one thousand eight hundred eighty-six (1,886) or one hundred percent (100%) are of low- to moderate income.

III. CONTRACT AMOUNT

TDHCA will make a CSHC program award in an amount not exceed the sum of One Million and No/100 Dollars (\$1,000,000), which includes administrative costs as herein provided, to the Subrecipient for actual and reasonable costs incurred by the Subrecipient in the performance of this Contract pursuant to the terms and conditions of the Contract, this "Performance Statement" attached to the Contract as Exhibit A, the "Contract Budget" attached to the Contract as Exhibit B, and the "Project Implementation Schedule" attached to the Contract as Exhibit C. This amount includes the administrative cost for the administration of this Contract.

IV. ADMINISTRATION, PLANNING AND MANAGEMENT

TDHCA will grant Subrecipient a fee for administration, planning and management not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000) as indicated on Line Item #13 of the Contract Budget attached to this Contract as Exhibit B and not to exceed fifteen percent (15%) of the total Contract Budget. Subrecipient shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to this Contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in the "Contract Budget" attached as Exhibit B to the Contract.

V. PERFORMANCE CATEGORIES

A. Public Service

1) *Budget Amount (Line Item #7)*

At least eight percent (8%) of the Contract Amount, but no more than ten percent (10%) of the Contract Amount, must be used for the Public Service Activities. Subrecipient shall ensure the amount of funds to be expended for public service activities under this Contract will not exceed Eighty Thousand and No/100 Dollars (\$80,000), the amount specified for Public Service in line item #7 in the "Contract Budget" attached as Exhibit B to the Contract.

2) *Tool Library*

- a) The tool lending library is an area-wide public service activity and the Subrecipient shall operate one (1) tool lending library the duration of the contract term, maintain and purchase tools as necessary to provide tools for home construction and improvements for the benefit of colonia residents who are building or repairing their residence or installing necessary residential infrastructure.
- b) The Webb County Colonia SHC will complete a minimum of five hundred (500) tool checkouts within the targeted colonias. The tool library resources will be prioritized for the residents of the Webb County Colonia SHC target areas. Residents shall have access on at least one weekday each week, for a period long enough to provide access after the typical workday.
- c) These activities shall benefit one thousand seven hundred ninety-two (1,792) persons, of which one thousand seven hundred ninety-two (1,792) persons or one hundred percent (100%) are of low- to moderate-income.

3) *Technology Access*

- a) Subrecipient shall provide colonia residents access to computers and the internet. A

minimum of five hundred (500) visits by colonia residents shall be accomplished. Access to technology shall be prioritized in the Webb County Colonia SHC target areas. Residents shall have access on at least one weekday each week, for a period long enough to provide access after the typical workday.

- b) These activities shall benefit five hundred (500) persons, of which four hundred seventy-five (475) persons or ninety-five percent (95%) are of low- to moderate-income.

4) *Solid Waste Removal*

- a) Subrecipient shall implement a minimum of four (4) solid waste removal activities such as Colonia lot cleanup campaigns, removal of junk vehicles, large item trash pick-up, and/or used tire disposal campaigns. Approximately twenty thousand pounds (20,000 lbs.) will be collected in total and all activities will include the proper disposal of all solid waste for the residents of the Webb County Colonia SHC target areas.

- b) These activities shall benefit two thousand forty-one (2,041) persons of which one thousand nine hundred thirty-eight (1,938) or ninety-five percent (95%) are of low- to moderate-income.

B. **Residential Rehabilitation**

1) *Budget Amount (Line Item #9a)*

- a) For rehabilitation activities commenced before November 28, 2019, CSHC program funds under this Contract cannot exceed \$45,000 in program funds per unit per income eligible beneficiary. For rehabilitation activities commenced on or after November 28, 2019, CSHC program funds under this Contract cannot exceed \$60,000 in program funds per unit per income eligible beneficiary. An additional \$5,000 in program funds is available for properties with non-functioning and/or unpermitted cesspools or septic tanks that need replacement with an appropriately sized on-site sewage facility, or connection to a Department-approved source of potable water and wastewater disposal. Additional funds from other sources may be leveraged with program funds. Direct delivery costs for rehabilitation are limited to fifteen percent (15%) per unit provided by the CSHC program. All direct delivery costs must be eligible and based on actual expenses for the specific housing unit.

- b) Subrecipient shall ensure the amount of funds to be expended for residential rehabilitation activities under this Contract will not exceed \$180,000, the amount specified for Residential Rehabilitation in line item #9a in the "CSHC Contract Funds" column of the "Contract Budget" attached as Exhibit B to the Contract.

2) *Performance*

- a) Subrecipient shall construct up to three (3) residential rehabilitations for residents of the Colonia SHC service area.
- b) These activities shall benefit eight (8) persons of which eight (8) or one hundred percent (100%) are of low- to moderate-income.

3) *Housing Counseling*

Subrecipient shall provide housing counseling related to all applicable single family activities that take place on or after August 1, 2020, and that satisfies HUD Counseling Requirements in 24 CFR Part 214.

C. **Not Feasible for Rehabilitation (Reconstruction)**

1) *Budget Amount (Line Item #15b)*

- a) For reconstruction activities commenced before November 28, 2019, CSHC program funds under this Contract cannot exceed \$45,000 in program funds per unit per income eligible beneficiary. For reconstruction activities commenced on or after November 28, 2019, CSHC program funds under this Contract cannot exceed \$75,000 in program funds per unit per income eligible beneficiary. An additional \$5,000 in Program funds are available for properties with non-functioning and/or unpermitted cesspools or septic tanks that need replacement with an appropriately sized on-site sewage facility or connection to a Department-approved source of potable water and wastewater disposal. Additional funds from other sources may be leveraged with program funds. Direct delivery costs for reconstruction activities cannot exceed ten percent (10%) per unit provided by the CSHC program. All direct delivery costs must be eligible and based on actual expenses for the specific housing unit.
- b) Subrecipient shall ensure the amount of funds to be expended for reconstruction activities under this Contract will not exceed \$365,000, the amount specified for Not Feasible for Rehabilitation (Reconstruction) in line item #15b in the "CSHC Contract Funds" column of the "Contract Budget" attached as Exhibit B to the Contract.

2) *Performance*

- a) Subrecipient shall construct up to six (6) housing units and/or replace manufactured homes for residents of the Colonia SHC service area. The reconstructed homes must meet the local adopted code or, in the absence of local adopted code, must meet at a minimum the 2015 International Residential Code (not including §P2904, "Dwelling Unit Fire Sprinkler Systems"). The homes must also meet the "Texas Building Energy Performance Standards" in Chapter 388 of the Texas Health and Safety Code, the "Construction Requirements for Single Family Affordable Housing" in Section 2306.514 of the State Act; and all other applicable codes, requirements, zoning

ordinances.

- b) Subrecipient shall work with the program participant to obtain additional funding to complete the individual activities, as necessary. Total funds necessary to complete construction shall be identified prior to commencement of construction.
- c) These activities shall benefit fifteen (15) persons, of which fifteen (15) or one hundred percent (100%) are of low- to moderate-income.

3) *Housing Counseling*

Subrecipient shall provide housing counseling related to all applicable single family activities that take place on or after August 1, 2020, and that satisfies HUD Counseling Requirements in 24 CFR Part 214.

**AMENDMENT NO. 1 TO
CONTRACT NO. 7216013
ATTACHMENT #2**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA SELF-HELP CENTER PROGRAM
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

**EXHIBIT B
CONTRACT BUDGET**

LINE	CATEGORIES	CSHC CONTRACT FUNDS	LEVERAGED FUNDS	TOTAL
1	Acquisition Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 10% of request)	\$80,000		\$80,000
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	\$180,000		\$180,000
9b	Commercial Rehabilitation			
10	Public Housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management	\$150,000		\$150,000
14	Economic Development (use 14a,14b or 14c)			
14a	Assistance to Non-Profit Entities			
14b	Assistance to For-Profit Entities			
14c	Micro enterprise or Small Business			
15	New Construction (use 15a, 15b or 15c)			
15a	Last Resort			
15b	Not Feasible for Rehabilitation (Reconstruction)	\$365,000		\$365,000
15c	Other 105 (a) 15 (New Construction)	\$225,000		\$225,000
16	Unspecified Activities			
17	Homeownership Assistance			
	TOTAL	\$1,000,000	\$000,000	\$1,000,000