

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 5 TO CONTRACT NUMBER 58190002984
FY 2019 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. 5 to Comprehensive Energy Assistance Program Contract Number. **58190002984** by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service 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 **58190002984** ("Contract") on **January 01, 2019** 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 section is hereby amended as follows:

1. Section 2. Contract Period, of this Contract is hereby amended to read as follows:

The Contract shall commence on **January 01, 2019** and unless earlier terminated, shall end on **August 31, 2020** (hereinafter the "Contract Term").

2. Section 4. Department Obligations, of this Contract is hereby amended to read as follows:

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

4. 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 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. 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 **\$8,150,896.00.**"

4. Section 10. REPORTING REQUIREMENTS of this Contract is hereby amended to read as follows:

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.

5. Exhibit A. Budget And Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.

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 02, 2020**.

WITNESS OUR HAND EFFECTIVE: **May 02, 2020**

SUBRECIPIENT:

**Hidalgo County, Texas-County of Hidalgo Community Service 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:

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EXHIBIT A
 BUDGET

Hidalgo County, Texas-County of Hidalgo Community Service Agency,
 a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

 \$ 8,150,896.00 CEAP FUNDS CURRENTLY AVAILABLE
 \$ 736.82 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 588,495.00	-
Direct Services	\$ 7,561,664.18	-
TOTAL CEAP BUDGET	\$ 8,150,159.18	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 3,278,359.00	43.35
Utility Assistance	\$ 3,278,360.18	43.36
Program Services	\$ 1,004,945.00	13.29
TOTAL DIRECT SERVICES	\$ 7,561,664.18	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

General Administrative and coordination of CEAP, 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 7.22% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, 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 CEAP.

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.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 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 CEAP 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 remains open.

If the contract remains open, 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.

If the contract is closed, Subrecipient must return the vendor refund(s) to the Department containing the contract number and appropriate budget line item associated to the refund(s).