

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 61200003282**  
**FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")**  
**DISATER RELIEF SUPPLEMENTAL FUNDS**  
**CFDA NO. 93.569**

Awarding Federal Agency: United States Department of Health and Human Services (HHS)  
TDHCA Federal Award Number: G-2001TXCOSD  
Award Year (Year of Award from HHS to TDHCA): 2019 (Stage I) and 2020 (Stage II)  
Unique Entity Identifier Number: 161811138

This Amendment Number 2 to Community Services Block Grant Program Disaster Relief Supplemental Funds Contract Number 61200003282 ("Amendment") 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 Department and Subrecipient, executed the 2020 Community Services Block Grant Program Disaster Relief Supplemental Funds Contract Number 61200003282 ("Contract") to be effective on **June 01, 2021**; 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 and replaced in its entirety to read as follows:  
"Section 2, Contract Term. This Contract shall commence on **October 01, 2019**, and, unless earlier terminated, shall end on **August 31, 2021** ("Contract Term")."
2. Section 4, DEPARTMENT FINANCIAL OBLIGATIONS D. #4, of this Contract is hereby amended and replaced in its entirety to read as follows:  
"Section 4, Department Financial Obligations. #4. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:  
4. have not been reported to Department within thirty (30) calendar days following termination of this Contract; or,"
3. Section 5, PAYMENT/CASH BALANCES D., of this Contract is hereby amended and replaced in its entirety to read as follows:  
"Section 5, 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 CSBG contract for a period not to exceed thirty (30) calendar days from the end of the Contract Term."
4. Section 10, REPORTING REQUIREMENTS C. Final Reports, of this Contract is hereby amended and replaced in its entirety to read as follows:  
"Section 10, Reporting Requirements C. FINAL REPORTS. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within thirty (30) calendar days after the end of the Contract and prior to accessing funds in the subsequent fiscal year."

5. Section 10, REPORTING REQUIREMENTS D. Inventory, of this Contract is hereby amended and replaced in its entirety to read as follows:  
 "Section 10, Reporting Requirements. D. INVENTORY. Subrecipient shall submit to Department no later than thirty (30) calendar days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this or previous CSBG Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department."
6. Section 10, REPORTING REQUIREMENTS E. Default, of this Contract is hereby amended and replaced in its entirety to read as follows:  
 "Section 10, Reporting Requirements E. DEFAULT. If Subrecipient fails to submit within thirty (30) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract."
7. 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.
8. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
9. 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.
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. 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.
12. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
13. This Amendment shall be effective on **June 01, 2021**.

AGREED TO AND EXECUTED BY:

**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: