

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 4 TO CONTRACT NUMBER 58210003387**  
**FY 2021 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

This Amendment No. 4 to Comprehensive Energy Assistance Program Contract Number. **58210003387** 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. **58210003387** ("Contract") on **January 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:

**SECTION 1.**

The following Contract sections is hereby amended as follows:

1. SECTION 2. CONTRACT TERM, of this Contract is hereby amended to read as follows:

The period for performance of this Contract, unless earlier terminated is **January 01, 2021** through **September 30, 2022** (hereinafter the "Contract Term").

2. SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

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 5. METHOD OF 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 CEAP 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. 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.

**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 **June 15, 2022**.

WITNESS OUR HAND EFFECTIVE: **June 15, 2022**

**SUBRECIPIENT:**

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

By: **Jaime Longoria**  
Title: **Executive Director**  
Date: **July 8, 2022 3:35 pm**

**DEPARTMENT:**

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

By: **Robert Wilkinson**  
Title: Its duly authorized officer or representative  
Date: **July 11, 2022 10:20 am**