

SECOND MODIFICATION OF AGREEMENT

This Modification Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "Grantee" and Texana Center, a nonprofit corporation under the laws of the State of Texas, hereinafter referred to as the "Subrecipient".

RECITALS

A. Grantee and Subrecipient entered into a written Agreement on August 10, 2010 and a First Modification on September 7, 2010 to purchase two (2) foreclosed homes and redevelop into primary residences for individuals with intellectual and developmental disabilities which is eligible under the rules and regulations regarding NSP funds by and through the U.S. Department of Housing and Urban Development. A copy of the Agreement is attached as Attachment A and First Modification is attached as Attachment B and are incorporated herein by reference for all purposes.

B. Grantee and Subrecipient desire to modify the Agreement as follows:

Part III, PROJECT COSTS is hereby deleted and replaced as follows:

3.01 For and in consideration of the Project as herein set forth, the Grantee agrees to fund project costs not to exceed the total sum of Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00) as set forth in the Budget for NSP Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD. Grantee's funding for the Project shall not exceed \$360,000 which includes the amount the following amounts:

- A. \$127,600 under the Agreement;
- B. \$222,400 under the First Modification; and
- C. \$10,000 under this Second Modification.

Budget for NSP Funds

Acquisition	\$320,000.00
Alarm System Installation	\$27,000.00
Inspection Fees	\$1,500.00
Appraisal Fees	\$1,000.00
Repairs and Modifications	\$10,500.00
TOTAL	\$360,000.00

Part V, PAYMENT is hereby deleted and replaced as follows:

5.01 It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed of Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00). Subrecipient shall submit invoices upon delivery of the Project. Such invoices shall include any other documentation requested by the Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

4. Part VI, SOURCE OF FUNDING is hereby deleted and replaced as follows:

6.01 The Grantee has no Grantee funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the Grantee receiving funds for the purpose of paying the entire obligation of the Grantee under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-08-UN-48-0400, entitled Neighborhood Stabilization Program. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under the terms and provisions of this Agreement shall not exceed \$360,000.00 amount actually received by the Grantee from HUD pursuant to the Block Grant.


Except as modified herein, the Agreement and First Amendment remain in full force and effect and have not been modified or amended. If there is a conflict between this Second Modification and the Agreement and First Amendment, the provisions of this Second Modification shall prevail.

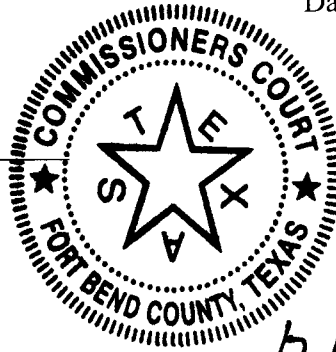
This modification shall become effective when executed in duplicate originals by the Grantee as follows:


GRANTEE: FORT BEND COUNTY


Robert E. Hebert, County Judge

12-21-2010
Date

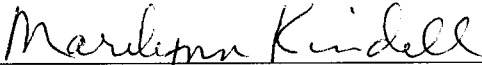
ATTEST: 
Dianne Wilson, County Clerk



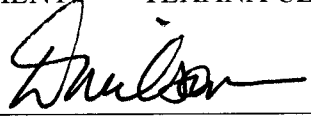
APPROVED AS TO FORM:

Assistant County Attorney

12/14/2010
Date

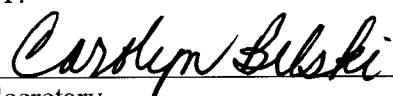
APPROVED: COUNTY PROJECT MANAGER


Marilynn Kindell, Director
Fort Bend County Community Development Department

SUBRECIPIENT: TEXANA CENTER

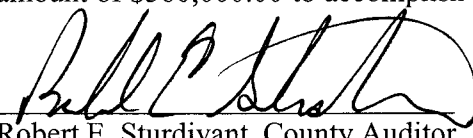
By 
Board President

12/15/10
Date

ATTEST: 
Board Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$360,000.00 to accomplish and pay the obligation of the Grantee under this contract.


Robert E. Sturdivant, County Auditor

NSP/Texana NSP modification