

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**COMMUNITY DEVELOPMENT PROGRAM CONTRACT #70090009**  
**HURRICANE IKE/DOLLY FUNDING UNDER THE**  
**CONSOLIDATED SECURITY, DISASTER ASSISTANCE, AND CONTINUING**  
**APPROPRIATIONS ACT OF 2009**  
**PUBLIC LAW 110-329**  
**SECOND AMENDMENT**

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**Section 1**

The **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (Department) and Fort Bend County, a political subdivision of the State of Texas, referred to as the "Subrecipient", do hereby contract and agree to amend the original contract by and between the parties, effective September 11, 2009, and identified on Department's records as CDBG Contract #70090009 (Contract).

**Section 2**

**The parties hereto agree to amend the Contract identified in Section 1 above so that Exhibit A, Performance Statement, is replaced in its entirety with the new Exhibit A, Performance Statement attached to this Second Amendment, hereinafter referred to as Exhibit A, and hereby made a part of this Second Amendment. Exhibit A consists of two (2) pages.**

**Section 3**

**The parties hereto agree to amend the Contract identified in Section 1 above so that Exhibit B, Budget, is replaced in its entirety with the new Exhibit B, Budget attached to this Second Amendment, hereinafter referred to as Exhibit B, and hereby made a part of this Second Amendment. Exhibit B consists of one (1) page.**

**Section 4**

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event any conflict in terms exists, this Second Amendment shall control, unless it cannot be read consistently with the entirety of the Contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

**Section 5**

This Second Amendment shall be effective on the date of execution.

**Section 6**

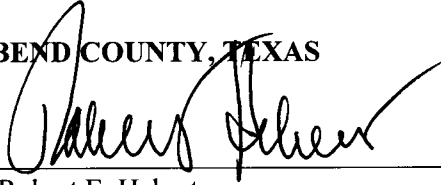
By signing this Second Amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.

**AGREED TO AND EXECUTED BY:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: \_\_\_\_\_  
Name: Michael Gerber  
Title: Executive Director  
  
Date: \_\_\_\_\_

**FORT BEND COUNTY, TEXAS**

By:   
Name: Robert E. Hebert  
Title: County Judge  
  
*May 24, 2011*

## **EXHIBIT A**

**CONTRACT NO. 70090009**

### **PERFORMANCE STATEMENT**

#### **Fort Bend County**

The Subrecipient shall carry out the following activities in the target area identified in its 2009 CDBG Disaster Recovery application. 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. The Subrecipient shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

#### Project Description

The Subrecipient will provide homeowner repair, reconstruction, and new construction activities not to exceed eight hundred sixty-four thousand and no/100 (\$864,000).

#### Homeowner Repair, Reconstruction, New Construction

The Subrecipient will provide homeowner repair, rehabilitation, and new construction assistance activities. These activities shall benefit eight (8) households, of which eight (8) or one hundred percent (100%) are of low to moderate income.

Homeowner repair and rehabilitation assistance will not exceed forty thousand and no/100 (\$40,000.00). Rehabilitation includes repairs or renovations of a limited specified area or portion of a housing structure. The Subrecipient must ensure that upon completion, rehabilitated portions of properties comply with local building codes, and that the entire structure complies with local health and safety codes and standards, and housing quality standards (HQS).

Homeowner reconstruction and new construction assistance will not exceed one hundred twenty-five thousand and no/100 (\$125,000.00). All reconstructed and newly constructed housing units comply with the universal design features in new construction, established by §2306.514, Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code.

#### Project Thresholds

The Department has established reasonable thresholds for costs that are commensurate with the progress of the project and the associated administrative duties. Project thresholds for contracts funded under the CDBG Disaster Recovery program are subject to 10 Texas Administrative Code Part 1, Chapter 54, Community Development Block Grant Disaster Recovery and will be evaluated starting from the Contract begin date.

The Department may approve revised benchmarks and/or lower percentages for good cause.

#### Administration and Project Delivery

The Subrecipient shall draw funds in accordance with Section 27, Administrative Costs Drawdown and shall ensure that the amount of the Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for these activities in Exhibit B, Budget.

The Subrecipient may expend funds provided under this contract for reasonable administrative and project delivery costs directly related to this contract in accordance with Sections 3, 4, and 5 of this Contract and the State of Texas Action Plan dated as of March 4, 2009 in an amount that is not more than **one hundred twenty-six thousand nine hundred and no/100 (\$126,900.00)**.

**EXHIBIT B**  
**CONTRACT NO. 70090009**  
**BUDGET**  
**Fort Bend County**

<u>ACTIVITY CODE</u>	<u>CATEGORIES</u>	<u>ACTIVITY FUNDS</u>
4-NR	Owner-Occupied Rehabilitation	\$ 719,100
4-PD	Project Delivery	\$ 84,600
206-GA	Administration	\$ 42,300
	<b>Total</b>	<b>\$ 846,000</b>