

Item 4(F)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000600
OWNER OCCUPIED ASSISTANCE
FIRST AMENDMENT

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM
Awarding Federal Agency: U.S. Department of Housing and Urban Development
Award Number: M __ SG 48-0100
Award Year: 2006
HUD Entity Type: State Recipient

Section 1

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (Department) and POLK COUNTY (Administrator), a Texas Corporate and Political Body, do hereby contract and agree to amend the original contract by and between the parties, effective April 17, 2006, and identified on Department's records as HOME Contract #1000600 (Contract).

Section 2

The parties hereby agree to amend the Contract identified in Section 1 above so that Section 1, Contract Period, is revised to read as follows:

The Contract shall be effective and commence on April 17, 2006 and shall terminate on October 31, 2007, unless otherwise specifically provided herein (Contract Period).

Section 3

The parties hereby agree to amend Section 3(A), Department Obligations, of the contract by adding the following:

- 6. No funds may be requested for reimbursement if the commitment for funding is not made ninety (90) days prior to the date found in Section 1 of this Contract, or ninety (90) days from an approved change or Amendment.
- 7. All eligible program work funded by this contract must be completed by **October 31, 2007**. The Department reserves the right to make payment up to sixty (60) days after the contract expiration date for work performed within the contract period.
- 8. The Certification of Contract Completion must be completed and submitted within sixty (60) days after the contract expiration period.

Section 4

The parties hereby agree to amend Section 7, Reporting Requirements, by adding subsection C to read as follows:

C. Administrator agrees to provide the Department with a Monthly Contract Progress Report, in a form prescribed by the Department. The report must specify all progress made towards meeting contract performance requirements by the end of the contract term.

The Monthly Contract Progress Report must be completed and submitted by the 10th day of each month until the end of the contract term.

Section 5

The parties hereby agree to amend Section 20, Special Conditions, by adding subsection E, F and G to read as follows:

E. Any home demolished that cannot be completed within the contract period becomes the responsibility of the Administrator for completion.

F. The administrator shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

G. The administrator shall include language in any subcontract that failure of subcontractor/consultant to adequately perform under the contract may result in penalties up to and including Debarment from performing additional work for the Department.

Section 6

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 First Amendment. In the event any conflict in terms exists, this First Amendment shall control, unless it can not 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 7

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

Section 8

By signing this First 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 First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

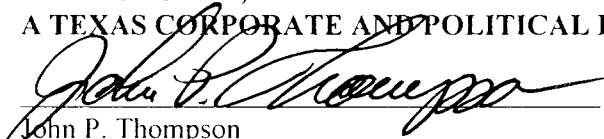
AGREED TO AND EXECUTED BY:

TEXAS DEPARTMENT OF HOUSING
AND COMMUNITY AFFAIRS

By: _____
Michael Gerber
Executive Director

Date: _____

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

By: 
Name: John P. Thompson
Title: County Judge

Date: March 22, 2007