

501

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54 PAGE 1408

COPY

AMENDMENT NO. 1 TO
TEXAS COMMUNITY DEVELOPMENT PROGRAM
CONTRACT NO. DRS060071
OFFICE OF RURAL COMMUNITY AFFAIRS
AND
POLK COUNTY

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Office of Rural Community Affairs, an agency of the State of Texas, hereinafter referred to as "Office", and Polk County, hereinafter referred to as "Contractor", do hereby contract and agree to amend their original contract, as initially executed by the Executive Director of the Office effective November 29, 2006, for the performance of DRS-Rita activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, is revised to read hereafter as given in the Performance Statement attached to this amendment, hereinafter referred to as Exhibit A, and hereby made a part of this 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 the Budget, Exhibit B, is revised to read hereafter as given in the Budget attached to this amendment, hereinafter referred to as Exhibit B, and hereby made a part of this amendment. Exhibit B consists of three (3) pages.

Section 4.

The parties hereto agree that this amendment shall become effective on August 21, 2008.

Section 5.

The parties hereto agree that this amendment shall require no change to previously approved funding.

Section 6.

The parties hereto agree that all of the terms of the contract identified in Section 1 above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 7.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 8.

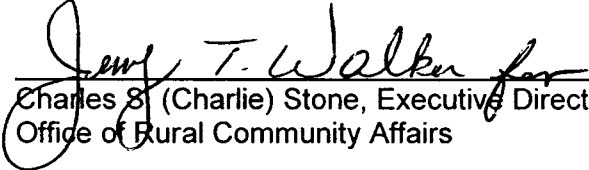
By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE AUGUST 21, 2008.



John P. Thompson, County Judge
Polk County

Approved and accepted on behalf of the Office of Rural Community Affairs.



Charles S. (Charlie) Stone, Executive Director
Office of Rural Community Affairs

This contract amendment is not effective unless signed by the Executive Director of the Office of Rural Community Affairs, or his/her authorized designee.

EXHIBIT A

CONTRACT NO. DRS060071

PERFORMANCE STATEMENT

Polk County

Contractor shall carry out the following activities in the target area identified in its 2006 Texas CDBG Disaster Recovery Grant application to aid areas most impacted and distressed by Hurricane Rita. 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 Contractor 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.

Hurricane Rita caused the cities, fire departments and County Road & Bridge departments to be unable to function due to loss of electrical power for up to fifteen days. The health and safety of the citizens were at risk due to lack of water, sewer and fire protection.

Water Facilities

Contractor shall participate in the purchase and permanent installation of one (1) generator at each of the following water system facilities as follows:

- A. City of Corrigan
 - 1. Main Water Plant: Contractor shall purchase and permanently install one (1) one hundred sixty-five kilowatt (165 kW) natural gas generator; and
 - 2. West Corrigan Booster Station: Contractor shall purchase and permanently install one (1) one hundred twenty kilowatt (120 kW) natural gas generator.
- B. City of Goodrich
 - 1. Main Water Plant: Contractor shall purchase one (1) one hundred kilowatt (100 kW) natural gas/propane generator. The City of Goodrich will permanently install the generator.
- C. City of Livingston
 - 1. Ogletree Water Well: Contractor shall purchase and permanently install one (1) one hundred ten kilowatt (110 kW) natural gas generator.

This activity shall benefit eight thousand five hundred seventy-one (8,571) persons, of which three thousand eight hundred sixteen (3,816) or forty-four percent (44%) are of low to moderate income.

Sewer Facilities

Contractor shall participate in the purchase and permanent installation of one (1) generator at each of the following public sewer system facilities as follows:

- A. City of Corrigan
 - 1. Main Waste Water Treatment Plant: Contractor shall purchase one (1) one hundred sixty kilowatt (160 kW) diesel generator. The City of Corrigan will permanently install the generator.
- B. City of Livingston
 - 1. Waste Water Treatment Plant: Contractor shall purchase and permanently install one (1) five hundred kilowatt (500 kW) diesel generator.

2. Waste Water Treatment Plant: Contractor shall purchase and permanently install one (1) two hundred thirty kilowatt (230 kW) diesel generator.
 3. Lift Station #5 Relax Inn: Contractor shall purchase one (1) forty kilowatt (40 kW) natural gas generator. The City of Livingston will install the generator.
 4. Lift Station #3 Wal-mart: Contractor shall purchase one (1) forty kilowatt (40 kW) natural gas generator. The City of Livingston will install the generator.
 5. Lift Station #8 Trade Days: Contractor shall purchase one (1) forty kilowatt (40 kW) natural gas generator. The City of Livingston will install the generator.
- C. Polk County Fresh Water Supply District #2 (Onalaska area)
1. Lift Station D3: Contractor shall purchase and permanently install one (1) twenty kilowatt (20 kW) natural gas generator.
 2. Lift Station C1: Contractor shall purchase and permanently install one (1) sixty kilowatt (60 kW) natural gas generator; and
 3. Lift Station C2: Contractor shall purchase and permanently install one (1) thirty kilowatt (30 kW) natural gas generator.
- D. City of Goodrich
1. Lift Station #4: Contractor shall purchase one (1) fifty-five kilowatt (55 kW) natural gas generator. The City of Goodrich will install the generator.

This activity shall benefit eight thousand three hundred twenty-eight (8,328) persons, of which three thousand six hundred eighty-eight (3,688) or forty-four percent (44%) are of low to moderate income.

Fire Protection Facilities and Equipment

Contractor shall purchase and permanently install one (1) generator at each of the following fire stations:

1. Alabama-Coushatta Indian Reservation VFD: one (1) twenty kilowatt (20 kW) propane generator;
2. Big Thicket Lake Estate VFD: one (1) twenty kilowatt (20 kW) propane generator;
3. Corrigan PD Fire District 3: one (1) twenty-five kilowatt (25 kW) natural gas generator;
4. Goodrich VFD: one (1) twenty-five kilowatt (25 kW) natural gas generator;
5. Holiday Lake VFD: one (1) twenty-five kilowatt (25 kW) propane generator;
6. Indian Springs VFD: one (1) twenty-five kilowatt (25 kW) propane generator;
7. Livingston VFD: one (1) fifty kilowatt (50 kW) natural gas generator;
8. Scenic Loop VFD: one (1) forty-five kilowatt (45 kW) propane generator;
9. Segno VFD: one (1) twenty kilowatt (20 kW) propane generator; and
10. South Polk County VFD: one (1) twenty kilowatt (20 kW) propane generator.

This activity shall benefit forty-one thousand one hundred thirty-three (41,133) persons, of which sixteen thousand five hundred forty-three (16,543) or forty percent (40%) are of low to moderate income.

Engineering

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery - Rita

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for Planning / Project Delivery – Rita in Exhibit B, Budget.

AMENDMENT NO. 1

EXHIBIT B

CONTRACT NO. DRS060071

BUDGET

Polk County

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a.	Water Facilities	\$ 182,947.00	\$ 0	\$ 182,947.00
1b.	Sewer Facilities	\$ 398,380.60	\$ 0	\$ 398,380.60
2.	Solid Waste Disposal Facilities	\$	\$	\$
3.	Other Public Utilities (Gas)	\$	\$	\$
4.	Street Improvements	\$	\$	\$
5.	Flood and Drainage Facilities	\$	\$	\$
5a.	Flood and Drainage – Debris Removal	\$	\$	\$
6.	Neighborhood Facilities/ Community Centers	\$	\$	\$
7.	Senior Centers	\$	\$	\$
8.	Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9.	Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10.	Fire Protections Facilities and Equipment	\$ 203,653.40	\$ 0	\$ 203,653.40
11.	Parking Facilities	\$	\$	\$
12.	Pedestrian Malls and Walkways	\$	\$	\$
13.	Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14.	Specially Authorized Public Facilities and Improvements	\$	\$	\$
15.	Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16.	Interim Assistance	\$	\$	\$

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17.	Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a.	Rehabilitation of Private Properties (Water Service)	\$	\$	\$
17b.	Rehabilitation of Private Properties (Sewer Service)	\$	\$	\$
17c.	Rehabilitation – Housing Reconstruction	\$	\$	\$
17d.	Rehabilitation – Emergency Repairs	\$	\$	\$
18.	Rehabilitation of Public Residential Structures	\$	\$	\$
19.	Public Housing Modernization	\$	\$	\$
19a.	Homeownership Assistance	\$	\$	\$
19b.	Affordable New Housing	\$	\$	\$
20.	Clearance Demolition Activities	\$	\$	\$
21.	Historic Preservation	\$	\$	\$
22.	Removal of Architectural Barriers	\$	\$	\$
23.	Code Enforcement	\$	\$	\$
24.	Acquisition	\$	\$	\$
25.	Relocation Payments & Assistance	\$	\$	\$
26.	Economic Development Loan	\$	\$	\$
27.	Economic Devel. Interest Subsidy	\$	\$	\$
28.	Economic Devel. Loan Guarantee	\$	\$	\$
29.	Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30.	Engineering/Architectural Serv. (Total for all construction accounts)	\$ 39,873.00	\$ 0	\$ 39,873.00
31.	Planning & Urban Env. Design (NOT TO EXCEED 16%)	\$	\$	\$
31a.	COG Planning – Rita	\$	\$	\$

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
31a.	COG Planning – Rita	\$	\$	\$
32.	General Administration	\$	\$	\$
32a.	COG Administration – Rita	\$	\$	\$
33.	Planning / Project Delivery – Rita	\$ 62,000.00	\$ 0	\$ 62,000.00
	TOTALS	\$ 886,854.00	\$ 0	\$ 886,854.00