

#5 (H.)

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000762
OWNER OCCUPIED ASSISTANCE
THIRD AMENDMENT

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM

Awarding Federal Agency: U.S. Department of Housing and Urban Development

Award Number: M 06 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 December 1, 2006, and identified on Department's records as HOME Contract #1000762 (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 December 1, 2006 and shall terminate on August 31, 2009, 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:

7. All eligible program work funded by this contract must be completed by **August 31, 2009**. 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. No funds may be requested for reimbursement if the commitment for funding is not made prior to **January 15, 2009**.

Section 4

The parties hereby agree to amend Section 17, Termination, by replacing subsection B with the following:

B. Failure to close loans for households to be assisted under this contract by **February 28, 2009** will be considered constructive termination of the portion of contract funds assigned to assist the households that are not closed. Contract funds will be deobligated in the amount not required to complete closed loans. Deobligation of such funds will occur automatically without further action, and the Department will provide notice to the Administrator when deobligated. Administrators may appeal the automatic termination within seven (7) days of the termination pursuant to the Department's appeal regulations

(Title 10 of the Texas Administrative Code, Section 1.7) by petitioning the Department's Executive Director to reinstate the deobligated portion of the contract.

Section 5

The parties hereto agree that all other terms and written modifications 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 THIRD Amendment. In the event any conflict in terms exists, this THIRD 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 6

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

Section 7

By signing this THIRD 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 THIRD 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: _____

**POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY**

By: _____
Name: John Thompson
Title: County Judge
Date: _____