

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER 3 TO CONTRACT NUMBER 61160002366
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM (CFDA#93.569)

This Amendment Number **3** to Community Services Block Grant Program Contract Number **61160002366** ("Third Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Austin, Health and Human Services Dept**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed to be effective on **August 02, 2016**.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed the Community Services Block Grant Program Contract Number **61160002366** to be effective on January 1, 2016 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. A Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$1,158,192.00** in accordance with the budget as approved by the Department and the terms of this Contract."

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and 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 this Third Amendment and the terms of the Contract are in conflict, this Third Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Third Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Third Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Third Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Third Amendment shall be effective and memorializes an effective date of **August 02, 2016.**

WITNESS OUR HAND EFFECTIVE: **August 02, 2016**

SUBRECIPIENT:

**City of Austin, Health and Human Services Dept
a political subdivision of the State of Texas**

By:

Title:

Date:

DEPARTMENT:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas**

By:

Title: Its duly authorized officer or representative

Date: