

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT
Coronavirus Aid, Relief, and Economic Security Act ("CDBG CARES" or "CDBG-CV")
Texas Emergency Rental Assistance Program ("TERAP") and
Texas Eviction Diversion Program ("TEDP")

SECOND AMENDMENT TO CDBG-CV TERAP CONTRACT NO. 70200001023

CFDA: 14.228 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Awarding Federal Agency: U.S. Department of Housing and Urban Development
Federal Award Number(s): B-20-DW-48-0001
Federal Award Year: 2020
Pass Through Entity: Texas Department of Housing and Community Affairs
HUD Entity Type: Subrecipient
Unique Entity Identifier Number: 137820663

This SECOND AMENDMENT TO CDBG-CV TERAP CONTRACT NO. 70200001023 ("**Second Amendment**") between City of Killeen, a political subdivision of the State of Texas ("**Subrecipient**"), and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, ("**Department**"), is executed to be effective on January 15, 2021.

RECITAL

WHEREAS, on **February 10, 2021**, Subrecipient and Department, respectively, executed that certain CDBG-CV TERAP Contract No. **70200001023** by and between the Department and Subrecipient dated to be effective **January 15, 2021 ("TERAP Contract")**; and

WHEREAS, on **April 14, 2021**, Subrecipient and Department, respectively, executed that certain First Amendment to CDBG-CV TERAP Contract No. **70200001023 ("First Amendment")** by and between the Department and Subrecipient dated to be effective **January 15, 2021 ("TERAP Contract")**; and

WHEREAS, the Subrecipient and Department agree that financial obligation under the Contract should be increased; and

WHEREAS, in accordance with Section 11 of the TERAP Contract, the Department has authority to amend the TERAP Contract accordingly; and

WHEREAS, Subrecipient and Department desire to amend the TERAP Contract in the manner provided herein below.

First Amendment for TERAP Contract # 70200001023

Page 1 of 6

AGREEMENTS

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

1. Subsection A of Section 4, FINANCIAL OBLIGATIONS of the TERAP Contract is hereby deleted in its entirety and amended to read as follows:

“A. **Financial Obligations.** In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to \$544,132.33 and in accordance with the terms of this Contract.”

2. The Performance Statement and Benchmarks attached as Exhibit “B” to the TERAP Contract is replaced in its entirety and attached hereto as Attachment #1 consisting of 2 pages, and incorporated herein for all relevant purposes.
3. The Budget attached as Exhibit “C” to the TERAP Contract is replaced in its entirety and attached hereto as Attachment #2 consisting of 1 page, and incorporated herein for all relevant purposes.
4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the TERAP Contract.
5. All of the remaining terms and provisions of the TERAP Contract shall be and remain in full force and effect. If the terms of this Second Amendment and the terms of the TERAP Contract as amended by the First Amendment are in conflict, then this Second Amendment shall control unless it would make the TERAP Contract void by law.
6. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.
7. This Second 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 all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.
8. If a party returns this copy by facsimile machine, the signing party intends the copy of its authorized signature printed by the receiving machine to be its original signature.
9. By signing this Second Amendment, the parties hereto expressly understand and agree that the terms shall become part of the TERAP Contract as if they were set forth word for word therein.

AGREED TO AND EXECUTED BY:

SUBRECIPIENT:

**City of Killeen,
a political subdivision of the State of Texas**

By: _____
Name: Kent Cagle
Title: City Manager

Date: _____

DEPARTMENT:

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

By: _____
Name: Rudy Bentancourt
Title: Its duly authorized officer or representative

Date: _____

SECOND AMENDMENT TO CDBG-CV TERAP CONTRACT NO. 70200001023

ATTACHMENT #1

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
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EXHIBIT B

PERFORMANCE STATEMENT AND BENCHMARKS

City of Killeen,
a political subdivision of the State of Texas

CONTRACT TERM: 01/15/2021 – 01/14/2022

SERVICE AREA: WITHIN THE CORPORATE CITY LIMITS OF KILLEEN, TX

ACTIVITIES DESCRIPTION:

A. Estimated number of Households to be assisted: 91

B. Activities:

1. To provide emergency rental assistance to low- to moderate- income tenants impacted by the Coronavirus pandemic, to help them stay housed during the pandemic.
2. To assist eligible tenants with emergency rental assistance made directly to the landlord or property owner, on behalf of the eligible tenant.
3. To provide up to six months of rental assistance with at least one month's worth of current or future rent and not to exceed five months of rent in arrears.
4. To provide up to six months of rental assistance with at least one month's worth of current or future rent and not to exceed five months of rent in arrears to Households who have been sued for eviction (forcible detainer).

C. Reporting: By the 15th of each month, Subrecipient shall report:

Aggregate-level data to be reported via the Housing Contract System:

Second Amendment for TERAP Contract #70200001023

Page 4 of 6

1. Summary data for households served by race, ethnicity, and household income level, and other demographic data as required by HUD.
2. Number of Households that received emergency rental assistance.
3. Number of Households that received emergency rental assistance through the Eviction Diversion program.
4. Total number of Households served.
5. Number of pending Households to receive assistance in the following thirty (30) days.

For Texas Eviction Diversion Program:

1. Number of eligible tenants referred to the program for the previous month's activity.
2. Number of ineligible tenants referred to the program for the previous month's activity.
3. Number of eligible landlords referred to the program for the previous month's activity.
4. Number of ineligible landlords referred to the program for the previous month's activity.
5. Number of referred tenants withdrawing from the program.
6. Number of referred landlords withdrawing from the program.

Subrecipient must also report household-level data, including demographic data, as described on TDHCA's Excel Monthly Performance Report spreadsheet.

SECOND AMENDMENT TO CDBG-CV TERAP CONTRACT NO. 70200001023

ATTACHMENT #2

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
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EXHIBIT C

BUDGET

City of Killeen,
a political subdivision of the State of Texas

LINE	CATEGORIES	CDBG-CV CONTRACT	TOTAL
05Q	Emergency Payments		
	Rental Assistance ¹	\$465,785.87	\$465,785.87
	Eviction Diversion	\$23,933.23	\$23,933.23
21A	General Administration ²	\$54,413.23	\$54,413.23
	TOTAL	\$544,132.33	\$544,132.33

¹ Rental Assistance may also be used for Eviction Diversion without prior Department approval, but must be reported as Eviction Diversion in the Monthly Reporting.

² After reaching 40% of expenditure reporting of its General Administration funding under this Contract, Subrecipient will not be reimbursed for General Administration funding that is greater than 20% of its reported expenditure of Emergency Payments.