

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

**IMPLEMENTATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO
– URBAN COUNTY PROGRAM AND PROYECTO AZTECA
TO THE 2012-2016 COLONIA SELF-HELP CENTER PROJECT**

SECTION 1. PARTIES TO AGREEMENT

This Agreement is made and entered by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, for the purpose of implementing the 2012-2016 Hidalgo County Colonia Self-Help Center Project, funded through Texas Community Development Program Contract Number 712013 between Hidalgo County and the Texas Department of Housing and Community Affairs, herinafter called the TDHCA.

SECTION 2. SELF – HELP CENTER COLONIA TARGET AREAS

The Hidalgo County Self – Help Center Project will serve the El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491), in Hidalgo County.

SECTION 3. AGREEMENT PERIOD

This Agreement shall commence on June 11, 2013 and terminate on June 26, 2016 unless otherwise agreed to in writing by both parties. Any time extensions of the date of Contract Number 712013 between the County and TDHCA will be automatically incorporated into this implementation Agreement with Proyecto Azteca without written amendment thereto.

SECTION 4. PERFORMANCE BY COUNTY

Hidalgo County shall be responsible for administering and serving as the fiscal agent for the Colonia Self-Help Center Project, consistent with TDHCA Contract Number 712013 between TDHCA and Hidalgo County. Said contract is hereby incorporated in its entirety by reference and made a part of this implementation Agreement with Proyecto Azteca.

SECTION 5. PERFORMANCE BY PROYECTO AZTECA

Proyecto Azteca hereby agrees to satisfy the project performances listed below as part of the implementation of the Colonia Self-Help Center Project, consistent with TDHCA Contract No. 712013 and the terms and considerations outlined herein.

- A. Proyecto Azteca shall carry out the activities for each colonia target area, as outlined in Exhibit "A" of TDHCA Contract No. 712013, said exhibit being referred to as the Performance Statement, which is attached to this Agreement.
- B. Proyecto Azteca shall carry out the activities for each colonia target area, as specified in Section 5.A above, in a manner that does not exceed the grant amount budgeted for such activities in Exhibit "B" to TDHCA Contract No. 712013, said exhibit being referred to as Self-Help Center Budget, which is attached to this Agreement.
- C. Proyecto Azteca shall implement the Colonia Self-Help Center Project consistent with the Project Implementation Schedule in Exhibit "C" of TDHCA Contract No. 712013, which is attached to this agreement. Proyecto Azteca will not start work, however, until it receives a notice to proceed from the County. In the event of a conflict in the start date between Exhibit "C" and the notice to proceed, the notice to proceed shall govern.
- D. Proyecto Azteca shall implement the Colonia Self-Help Center Project in full compliance with the applicable laws and regulation outlined in Exhibit "D" of TDHCA Contract No. 712013, said exhibit being referred to as Applicable Laws and Regulations, which is attached to this Agreement.
- E. Proyecto Azteca will provide all necessary personnel to implement the Colonia Self-Help Center Project. Proyecto Azteca will provide all necessary plans, specifications, documents, reports, inspection, and insurances that may be needed for project completion.
- F. Proyecto Azteca shall provide all required program information regarding the progress of the Colonia Self-Help Center Project to the County and/or TDHCA monitors and shall have agency representatives available during monitoring visits to Proyecto Azteca or designated colonia target areas.
- G. Proyecto Azteca shall maintain proper program records and provide any necessary reports to document low and moderate income beneficiaries by race, ethnicity, gender, and disability status as may be required by the County and/or TDHCA.
- H. Proyecto Azteca shall assist Hidalgo County in order to comply with all TDHCA citizen participation requirements, including the scheduling and conducting of any public hearings necessary to re-designate colonia target areas, make substantial changes in the performances outlined herein, or institute project close-out proceedings.
- I. Proyecto Azteca shall assist Hidalgo County to perform any necessary studies, assessments or evaluations that may be needed to serve Self-Help Colonia target areas.

- J. Proyecto Azteca shall submit to the County no later than the fifth (5th) day of the month after the end of each calendar quarter of the contract period a Quarterly Progress Report of all construction and non-construction activities by budget categories performed pursuant to Exhibit "A", Performance statement, and of the expenditures and obligation of funds by budget category made pursuant to Exhibit "B", Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by TDHCA and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.
- K. The Quarterly Progress Report attached to this agreement as Exhibit "E" shall include Colonia Self-Help Center Project expenditures as well as "Other" leveraged funds provided by Proyecto Azteca. The "Other" leveraged funds shall be delineated by source of funding and designated colonia per applicant in order to document allocation of total funds for said unit as required by TDHCA.
- L. Proyecto Azteca will provide a single draw request at completion of each minor repair, rehabilitation, reconstruction project and/or education class. Minor repairs, rehabilitations, reconstruction projects will be in the form of an invoice indicating the name and address of the assisted family, the work completed, proof of inspection (TREC if required) and pictures of the completed work along with Form 28 (Building Contractors Request for Payment) attached to this agreement as Exhibit "F" made available by TCHCA. All other required documentation will be maintained in the clients individual project file as required by the TDHCA. For education classes Proyecto Azteca will provide an invoice for each class with Form 23 (Public Service Draw Request) made available by TDHCA and attached to this agreement as Exhibit "G".
- M. Proyecto Azteca draw requests must comply with Texas Administrative Code, Title 10 Community Development, Part 1. Texas Department of Housing & Community Affairs, Chapter 25, Colonia Self-Help Centers Application Requirements, Rule 25.5, Number 6 (A) the Administration line item may not exceed 15 percent of the total budget; (B) the Public Service line item may not exceed 7.5 percent of the total budget; (C) the Application must identify at least 15 percent of the budget will be allocated for direct Self-Help activities; (D) the amount of leveraged funding, if applicable; and (E) Direct Delivery Cost for all construction activities, exclusive of Rehabilitation, cannot exceed 10 percent for each budget line each item. Direct Delivery Costs for Rehabilitation are limited to 15 percent of budget line item. As requested by TDHCA, draws requesting reimbursement for Proyecto Azteca expenditures via Colonia Self-Help Center Program construction activities per applicant must demonstrate evidence of supportive documents reflecting expenditure of "other funds" in order to process said request.

- N. At construction completion, Proyecto Azteca will provide an original completed project file for each client to the County with the required Progress Report as described in Section 5, Part J, of this Agreement.

SECTION 6. LIMIT OF LIABILITY AND RECAPTURE OF FUNDS

The total of all payments and obligations to be incurred by Proyecto Azteca under this agreement shall not exceed nine hundred thousand dollars (\$900,000.00) or the actual amount of grant funds authorized by TDHCA Contract No. 712013 for UCP.

In the event Proyecto Azteca fails to fulfill its obligations under this Agreement, Proyecto Azteca shall be liable to Hidalgo County for an amount not to exceed Proyecto Azteca grant funding from TDHCA Contract No. 712013. Proyecto Azteca further agrees to reimburse Hidalgo County for any TDHCA funds expended by Hidalgo County pursuant to its performance under this Agreement, if County suspends or terminates this Agreement due to nonperformance by Proyecto Azteca. Furthermore, if the persons to benefit from activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the services or a benefit as a result of non compliance procedures by Proyecto Azteca activities, Proyecto Azteca is liable to the County and /or TDHCA for any disallowed cost.

SECTION 7. AMENDMENTS TO AGREEMENT

This Agreement may be amended by mutual consent of both parties of the purpose of undertaking additional work or providing programmatic clarifications. All amendments shall incorporate all the terms and conditions contained in this Agreement.

Any work or programmatic clarification requiring a budget modification or amendment must be pre-approved by UCP and TDHCA prior to any expenditures or obligation of funds by Proyecto Azteca.

SECTION 8. CONFLICT OF INTEREST

No officer or employee of Proyecto Azteca, no member of the Counties' governing bodies, and no person who exercises any function or responsibility to this Agreement, shall participate in any decision relating to this Agreement which affects his/her pecuniary interest.

SECTION 9. POLITICAL/SECTARIAN ACTIVITY

None of the performances rendered pursuant to this Agreement shall involve, and no portion of the funds provided for in this Agreement shall be used, for political, sectarian, or religious activities.

SECTION 10. INDEMNIFICATION

To the extent permitted by Texas State Law and Constitution, Proyecto Azteca shall indemnify and hold County harmless from all suits, actions or claims of any character due to any intentional or negligent act committed by Proyecto Azteca or its agents pursuant to this Agreement.

To the extent permitted by Texas State law and the Constitution, County shall indemnify and hold Proyecto Azteca harmless from all suits actions or claims of any character due to any intentional or negligent act committed by County or their agents pursuant to this Agreement.

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

Proyecto Azteca shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner which conforms to TDHCA program requirements. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. Proyecto Azteca shall retain such record, and any supporting documentation, for the greater of three years from closeout of this Agreement or the actual period required by TDHCA or other applicable laws and regulations.

Proyecto Azteca shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting office, the Auditor of the State of Texas, TDHCA, and Hidalgo County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other prepares, things, or property belonging to or in use by Proyecto Azteca pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Proyecto Azteca. Proyecto Azteca agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Law.

SECTION 12. MONITORING

Hidalgo County reserves the right to perform periodic on-site monitoring of Proyecto Azteca's compliance with the terms and conditions of this Agreement and the adequacy and time lines of Proyecto Azteca's performances. After each monitoring visit, Hidalgo County shall provide Proyecto Azteca with written a report of the monitor's findings. If the monitoring report notes deficiencies in Proyecto Azteca's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Proyecto Azteca. Failure by Proyecto Azteca to take action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided below.

SECTION 13. TERMINATION

Hidalgo County shall have the right to terminate this agreement, in whole or in part, any time before the date of completion specified in Section 3 of this Agreement whenever Hidalgo County determines that Proyecto Azteca has failed to comply with any term of this Agreement. Hidalgo County shall notify Proyecto Azteca in writing thirty (30) day prior to the date of termination, stating the reasons for such termination, the effective date of such termination, and in the case of partial termination, the portion of the Agreement to be terminated.

Either of the parties to this Agreement shall have the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the Agreement to be terminated.

SECTION 14. LITIGATION AND CLAIMS

Proyecto Azteca shall give Hidalgo County immediate notice in writing of any legal action, including legal proceedings before an administrative agency, filed against Proyecto Azteca arising out of the performance of any obligation herein. Except as otherwise directed by Hidalgo County, Proyecto Azteca shall furnish immediately to Hidalgo County copies of all pertinent papers or information received by Proyecto Azteca with respect to such actions, proceedings, or claims

SECTION 15. VENUE

The parties agree that the venue for any litigation pertaining to this Agreement will be in Hidalgo County, Texas.

WITNESS THE HAND OF THE PARTIES TO THIS AGREEMENT acting through their duty authorized representatives on the 11th day of June 2013.

ATTEST:

Hidalgo County, Urban County Program



UCP Director



Proyecto Azteca Director

ACKNOWLEDGEMENT


STATE OF TEXAS §
§
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on June 19, 2013 by Ann Cass as Director of Proyecto Azteca, a Texas nonprofit corporation, on behalf of said corporation.

(seal)




NOTARY PUBLIC, State of Texas
NAME: Irene Montaya
My Commission Expires: July 26, 2017

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on June 19, 2013 by Diana R. Serna as Director of the County of Hidalgo Urban County Program.

(seal)





NOTARY PUBLIC, State of Texas
NAME: Irene Montaya
My Commission Expires: July 26, 2017

EXHIBIT A
PERFORMANCE STATEMENT

Proyecto Azteca shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491) as identified in the UCP SHC Program Proposal. 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. Proyecto Azteca 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.

7. Public Services (Tool Lending Library)

\$12,540.00

Proyecto Azteca shall utilize twelve thousand five hundred and forty dollars and no cents (\$12,540.00) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of three hundred (300) new tool checkouts.

These activities shall benefit three thousand three hundred seventy-eight (3,378) persons of which two thousand five hundred thirty-three (2,533) or seventy-five percent (75%) are of low to moderate income.

9a. Residential Rehabilitation

Residential Rehabilitation

\$109,260.00

Contractor shall conduct nine (9) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of twelve thousand one hundred and forty dollars and no cents (\$12,140.00) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

Small Home Repair

\$151,200.00

Contractor shall assist forty two (42) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand six hundred dollars and no cents (\$3,600.00) that will bring the repaired section of the home up to, at a minimum, Housing Quality Standards (HQS).

These activities shall benefit one hundred twenty six (126) persons, of which one hundred twenty six (126) or one hundred percent (100%) are of low to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction)

\$387,000.00

Contractor shall conduct nine (9) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty three thousand dollars and no cents

(\$43,000.00) that will bring the reconstructed homes up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15) (New Construction)

\$240,000.00

Contractor shall conduct six (6) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty thousand dollars and no cents (\$40,000.00). Homes will be built up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit eighteen (18) persons, of which eighteen (18) or one hundred percent (100%) are of low to moderate income.

**EXHIBIT B
BUDGET**

Line	Categories	Current Contract Funds	Other Funds*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	\$ 12,540		\$ 12,540
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	\$ 260,460		\$ 260,460
9b	Commercial Rehabilitation			
10	Public housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For-Profit Entities			
14c	Micro Enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	\$ 387,000		\$ 387,000
15c	Other 105 (a) 15 (New Construction)	\$ 240,000		\$ 240,000
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	\$ 900,000		\$ 900,000

**EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE**

Years 1 and 2

ACTIVITY/MILESTONE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Procurement of Professional Services			X																						
6-Month Milestone (Environmental Review Submitted)						X																			
Construction Bidding and Awarding Initiated							X																		
Construction (Initiation)								X																	
18-Month Milestone (30% Expended)																		X							

Years 3 and 4

ACTIVITY/MILESTONE/THRESHOLD	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	
30-Month Milestone (60% Expended)						X												X							
42-Month Milestone (90% Expended)																								X	
Final Inspections																								X	
Final Milestone (100% Expended)																								X	
Close-Out																								X	

Contract Start Date _____

Contract End Date
June 26, 2016

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Proyecto Azteca shall comply with the Act and Regulations specified in Section 3 of this contract and OMV Circular and federal regulations in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations at the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit Contract.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination Federally Assisted programs of the Department of Housing and Urban Development -- Effectuation of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3602 et seq amended);

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Subrecipient comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basic imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sect 6101 et seq.)

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development C.F. R. Part 8. By signing this contract, the Subrecipient understands and agrees that the activities funded by operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S. 4152 et seq.), including the use of the telecommunications device for deaf person (TDDs) or equally communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Sec. 276a-276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec 1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-based Paint Poisoning Prevention Act (42 U.S.C. Sec 4831(b)) and the pro established by TDHCA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 C.F.R. Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assumed environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply the provision of the National Environmental Policy Act of 1969, as amended and the Council Environmental Quality regulations contained in 40 C.F.R. part 1500 through 1508. This inc responsibility for compliance with the applicable provisions and requirements of the Federal laws authorities specified in §58.5. The responsible entity must certify that it has complied with the requirement that would apply to HUD under these laws and authorities and must consider the criteria, standards and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act 1969 as amended (16 U.S.C. 470 et seq.), partial sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2 (c).

(3) Federal historic preservations regulations as follows:

- (i) 36 C.F.R. part 800 with respect HUD programs other than Urban Development Action (UDGA) and
- (ii) 36 C.F.R. part 801 with respect UDAG

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation of 1974 (16 U.S.C. 469 et seq.), particularly Section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 1988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R. Comp., p. 117, as interpreted in HUD regulations as 24 C.F.R. part 55, particularly section the order (For an explanation of the relationship between the decision-making process in 24 part 55 as this part, see §55.10 of this subtitle A.)

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, partial section 307(c) and (d) (16 U.S.C. 1456 (c) and (d)).

(d) Sole source aquifers

(1) The Safe Drink Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq, and 21 U.S.C. 3 amended; particularly section 1424(e) (42 U.S.C. 300h-3(e).

(2) Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic River Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278 (b) and (c)).

(g) Air quality

(1) Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly sections 176(c) and U.S.C 7506 (c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1504 () 1541 (7 U.S.C. 4201 (b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 685).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 51.303 (a)(3)

(2) HUD Notice 79-33, Policy Guidance of Address the Problems Posed by Toxic Chemical Radioactive Materials, September 10, 1979).

(j) Environmental justice

- (l) Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice for Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. P. 85

(k) Other requirements

Section 24 C.F.R. Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section et seq.), 24 C.F.R. Part 42, C.F.R. 570.606 §104 (d) of the Housing and Community Development Act in 24 C.F.R. Part 42.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 -- Equal Protection of the Laws for Faith-Based and Organization, (67 FR 77141).

EXHIBIT E
QUARTERLY PROGRESS REPORTS

EXHIBIT F
BUILDERS CONTRACTS REQUEST FOR PAYMENT
FORM 28

MINORITY BUSINESS STATUS	Contractor/Subcon tractor Name <i>List all contracts awarded this quarter only</i>	Contract Amount			Column Codes: See instructions for codes							
		CDBG Dollars	Other Funds	Total Dollars	A	B	C	D	E	F	G	

Certification by county
representative:

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program



Building Contractor's Request for Payment

County: _____ Contract Number: _____
Homeowner: _____ Contractor: _____
Address: _____

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

_____ The information presented on this form is true and complete to the best of my knowledge.

_____ Construction or other work performed to date on the above-referenced address has been satisfactorily completed according to the attached itemized invoice.

_____ All expenses for which payment is being requested herein were incurred on the above-referenced address.

I hereby request inspection and authorization of payment for work completed to date in the amount of:

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice, contingent upon concurrence with the Colonia Self Help Center authorized representative.

_____ For small home repair, I certify that I have received the attached list of materials in accordance with the work write-up and that all work has been completed, inspected, and approved by the Colonia Self Help Center authorized representative.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice.

_____ For small home repair, I certify that the attached list of materials is in accordance with the work write-up, was delivered to the above-referenced home and that all work has been completed, inspected, and approved.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____

**URBAN COUNTY
PROGRAM**
Hidalgo County Commissioners' Court
Agenda Request Form

No. 31395
Pete De La Cruz

Date: March 7, 2012
 Deadline for Action: March 20, 2011
 Department: Urban County Program

Meeting Date Request: March 20, 2012
 Contact Person: Diana R. Serna
 Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director *(Signature)*

Content

Approval of resolution authorizing the County of Hidalgo Urban County Program to submit a proposal for a Self Help Center Application to the Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiative (OCI) in the amount not to exceed \$1,000,000 and authorizing the County Judge to act as the County's Authorized Signatory in all matters pertaining to the County's participation in the Texas Community Developments Block Program, TDHCA - OCI 2012 Self Help Center Program Fund Application.

Background

The County of Hidalgo Urban County Program will be submitting an application for the funding of the Colonia Self Help Center Program. This application will fund housing activities in five colonia areas in Hidalgo County. Activities taken place are as follows: New construction, reconstruction, rehabilitation, home repair counselling, technology access, and other related activities. If approved, Hidalgo County Urban County Program will request proposals from service providers for implementation of the Colonia Self Help Center Program.

Please initial for approval:

Legal Counsel _____
 Dept./Fund No. _____
 Account Code: _____

Budget _____
 Amt. Expended: \$ _____
 Impact on Future Budget: Yes ___ No ___

Human Resources _____
 Funds/Staffing Budgeted: Yes ___ No ___

Comments:

APPROVED Co. Comm. Ct.
 DATE 3/20/12 *(Signature)*

Action taken by Commissioner's Court:
 Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

EXHIBIT G

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY PROYECTO AZTECA, THAT;

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY TDHCA;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARING AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAM, AS SPECIFIED BY TDHAC;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVED-MENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR .PURPOSED OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSON OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TCDP FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY TDHCA.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

PROYECTO AZTECA

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR ANY EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.