AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on **August 11, 2020** ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and **PROYECTO AZTECA** ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year **2020** concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on **August 11, 2022**, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO **$250,000.00** utilizing **FY 2020** HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy between **two (2) to three (3)** affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide **two (2) to three (3)** low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	December, 2020
Construction Specifications and Cost Estimates	December, 2020
Construction Bids	December, 2020
Securing/Packaging Project Financing	August, 2021
Securing Pre-qualified Prospective Buyers	August, 2021
Sign Sales Contract (last unit)	May, 2022
Homeownership Counseling	June, 2022
Construction Start (last unit)	June, 2022
End Construction (last unit)	June, 2022
Sale/Loan Closing (last unit)	June, 2022
Draws	July, 2022

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage **$ 55,002.00** in public and private financing

for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

HOME Funds	Leverage Funds	Total Cost
$ 250,000.00	$ 55,002.00	$ 305,002.00

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependent upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the "*Owner Investment Returned First*" recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the "*right of first refusal*" to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will

place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that

CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment

e. Self-Employment Earnings Documentation (if applicable)
f. Unemployment Letter (if applicable)
g. Child Support Benefits Letter (if applicable)
h. Social Security and/or Disability Benefits Award Letter (if applicable)
i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
j. Recorded Divorce Decree (if applicable)
k. Identification Card (DL/SSN/BC)
l. Purchase Order Request Letter
m. Commitment Letter to Home Buyer
n. Copy of Loan Application
o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust

d. Copy of 1st and 2nd Lien Real Estate Note
e. Copy of Settlement Statement
f. Copy of Truth-in-Lending Disclosure
g. Final 100% Inspection Report OR Certificate of Occupancy
h. Copy of Home Owner's Insurance
i. Copy of Recorded Right of First Refusal Agreement
j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of **$250,000.00**

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing

Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

   a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

   b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

   c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 2 CFR 200 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $750,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

   c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

   d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

   e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.,* E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

   a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

   b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

   c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

   d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

   e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

   f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

   g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and

accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the

development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CDHO shall administer its program in conformance 2 CFR Part 200. CHDO shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. CHDO shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A,

suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: **Proyecto Azteca**
Attention: Ann Williams Cass, Executive Director
PO Box 27
San Juan TX 78589

If to County: **County of Hidalgo**
Urban County Program
Attention: Patricio R. Avila, Director
1916 Tesoro St.
Pharr TX 78577

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO, URBAN COUNTY PROGRAM

_____ _____

Patricio R. Avila, Director Date

CHDO:

PROYECTO AZTECA

_____ _____

Ann Williams Cass, Executive Director Date

Approved as to form by Victor M. Garza, Hidalgo County Assistant District Attorney: July 2020

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2020, by **Patricio R. Avila**, as **Director of the Urban County Program** of the County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2020, by **Ann Williams Cass**, as **Executive Director of Proyecto Azteca**, a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned 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 any 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 Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, 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 a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", 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 subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is 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 31 U.S.C. § 132. 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.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in

relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
1916 Tesoro St.
Pharr, TX 78577

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Ann Williams Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 2 CFR 200.302 and 200.303, by providing for and incorporating the following:
    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2020,

by Ann Williams Cass, on behalf of Proyecto Azteca

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-644032

Date Filed:
07/14/2020

Date Acknowledged:
07/14/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Proyecto Azteca, Inc.
San Juan , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY CHDO-2020 PA
The Construction of single-family homes.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Amber Arriaga-Salinas, and my date of birth is 09/18/1986.

My address is 1601 East Bus. 83 (P.O Box 27), San Juan, TX, 78589, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14 day of July (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 876884453

ENTITY	Proyecto Azteca Inc		Status: Active
DUNS: 876884453	+4:	CAGE Code: 3NNB4	DoDAAC:
Expiration Date: 02/19/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 1601 E Business 83			
City: San Juan		State/Province: TEXAS	
ZIP Code: 78589-5090		Country: UNITED STATES	