

FILED
AT 10:30 O'CLOCK A M
OCT 11 2018
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO THE IMPLEMENTATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO ACTING BY AND THROUGH ITS URBAN COUNTY PROGRAM AND PROYECTO AZTGECA, INC. TO THE 2016-2020 COLONIA SELF HELP CENTER PROJECT

This First Amendment to Agreement is made this 9th day of October, 2018 by and between Hidalgo County, Texas ("UCP") and Proyecto Azteca, a Texas nonprofit corporation ("Proyecto Azteca, Inc.");

WHEREAS, UCP and Proyecto Azteca, Inc. entered into that certain Agreement for the 2016-2020 Colonia Self-Help Center Project dated April 18, 2017 (the "Agreement") in which Proyecto Azteca, Inc. agrees to carry out Public Service and Reconstruction activities in the Whitewing, Roadrunner #2, Linda Vista Estates, Muniz and Carlos Acres Subdivisions in Hidalgo County pursuant to Texas Department of Housing and Community Affairs Self Help Center Program as defined and described in the Agreement;

WHEREAS, the parties have now determined to amend Exhibit B of this Agreement to identify "Other Funds" as "HOME Owner Occupied Rehabilitation Program" funds, to increase the amount of HOME funds in the budget, to ensure that all HOME program regulations are adhered to and certify that HOME funds will only be utilized to pay development hard costs and related soft costs.

NOW THEREFORE, for and in consideration of the identification of "Other Funds" noted in Exhibit B, as well as the change in the Budget of this Agreement, County and Service Provider hereby mutually agree to the following Amendment to the Agreement:

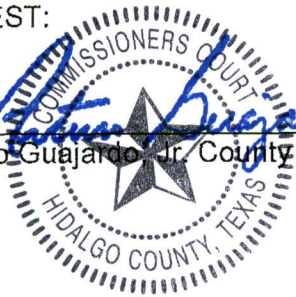
1. Exhibit B, is deleted in its entirety and Exhibit B attached hereto as Exhibit A is substituted in lieu thereof:
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and Service Provider ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY
Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr. County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/9/18

SERVICE PROVIDER:
PROYECTO AZTECA

By: _____

Its: _____

APPROVED AS TO FORM;
ATLAS, HALL & RODRIGUEZ, LLP

By: SLC _____

Stephen L. Crain

EXHIBIT A

EXHIBIT B

BUDGET

LINE	CATEGORIES	CONTRACT FUNDS	HOME Owner Occupied Rehabilitation Program	TOTAL
1	Acquisition Disposition			
2	Clearance			
3	Center/ Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/ Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	\$20,000.00		\$ 20,000.00
8	Relocation			
9	Rehabilitation(use 9a or 9b)			
9a	Residential Rehabilitation			
9b	Commercial Rehabilitation			
10	Public Housing Moderation			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a,14bor 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For– profit Entities			
14c	14c Micro enterprise or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not Feasible for Rehabilitation (Reconstruction)	\$550,000.00	\$ 300,000.00	\$850,000.00
15c	Other 105 (a) 15 (New Construction)			
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	\$570,000.00	\$300,000.00	\$870,000.00

Zimbra**michelle.mendoza@co.hidalgo.tx.us****RE: Amendment****From :** Steve Crain <scrain@atlashall.com>

Mon, Sep 24, 2018 08:52 AM

Subject : RE: Amendment**To :** 'michelle mendoza'
<michelle.mendoza@co.hidalgo.tx.us>

Looks good.

-----Original Message-----

From: michelle mendoza <michelle.mendoza@co.hidalgo.tx.us>
Sent: Monday, September 24, 2018 8:40 AM
To: scrain <scrain@atlashall.com>
Subject: Re: Amendment

Added title as requested below. Thank you

----- Original Message -----

From: "scrain" <scrain@atlashall.com>
To: "michelle mendoza" <michelle.mendoza@co.hidalgo.tx.us>
Sent: Thursday, September 20, 2018 4:31:52 PM
Subject: RE: Amendment

Please label the attached exhibit as "Exhibit A" immediately above the words Exhibit B at the top of the page.

-----Original Message-----

From: michelle mendoza <michelle.mendoza@co.hidalgo.tx.us>
Sent: Thursday, September 20, 2018 3:23 PM
To: scrain <scrain@atlashall.com>
Subject: Fwd: Amendment

Marynel,

Attached is the actual amendment with the corrections. I apologize for the mix-up in documents. That letter was sent to you in error.

Thank you,
Michelle



----- Forwarded Message -----

From: "michelle mendoza" <michelle.mendoza@co.hidalgo.tx.us>
To: "scrain" <scrain@atlashall.com>
Sent: Wednesday, August 29, 2018 4:06:47 PM

Subject: Re: Amendment

Good Afternoon

Attached is the revised amendment as requested by DOC001(attached). Please let me know if this will suffice.

Thank you, Michelle

----- Original Message -----

From: "scrain" <scrain@atlashall.com>

To: "Michelle Mendoza" <michelle.mendoza@co.hidalgo.tx.us>

Sent: Thursday, July 26, 2018 10:30:10 AM

Subject: Amendment

Hi Michelle:

As per Mr. Crain, "Please revise and attach the NEW Exhibit B it is attached to this Amendment as Exhibit A".

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph Vale

ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Telephone Number (956) 632-8221

Office Telephone Number (956) 682-5501

Facsimile Number (956) 686-6109

Website address: www.atlashall.com

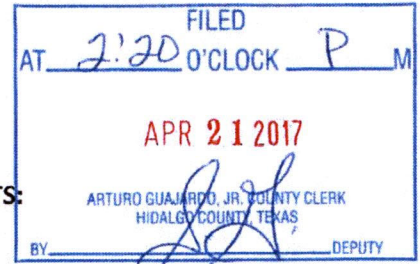
E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

From : michelle mendoza
<michelle.mendoza@co.hidalgo.tx.us>

Mon, Sep 24, 2018 08:40 AM

 1 attachment



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

IMPLEMENTATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO ACTING BY AND THROUGH ITS URBAN COUNTY PROGRAM AND PROYECTO AZTECA, INC. TO THE 2016-2020 COLONIA SELF-HELP CENTER PROJECT

SECTION 1. PARTIES TO AGREEMENT

This Agreement is made and entered by and between the County of Hidalgo acting by and through its Urban County Program (UCP) and Proyecto Azteca, Inc., a Texas nonprofit corporation, for the purpose of implementing the 2016-2020 Hidalgo County Colonia Self-Help Center Project, funded through Texas Community Development Program Contract Number 7216003 between Hidalgo County and the Texas Department of Housing and Community Affairs, herinafter called the TDHCA.

SECTION 2. SELF – HELP CENTER COLONIA TARGET AREAS

The Hidalgo County Self – Help Center Project will serve the **Whitewing, Roadrunner #2, Linda Vista Estates, Muniz and Carlos Acres Subdivisions**, in Hidalgo County.

SECTION 3. AGREEMENT PERIOD

This Agreement shall commence on April 18, 2017 and terminate on September 1, 2020 unless otherwise agreed to in writing by both parties. Any time extensions of the date of Contract Number 7216003 between the County and TDHCA will be automatically incorporated into this implementation Agreement with Proyecto Azteca without written amendment thereto.

SECTION 4. PERFORMANCE BY COUNTY

Hidalgo County shall be responsible for administering and serving as the fiscal agent for the Colonia Self-Help Center Project, consistent with TDHCA Contract Number 7216003 between TDHCA and Hidalgo County. Said contract is hereby incorporated in it's entirely by reference and made a part of this implementation Agreement with Proyecto Azteca.

SECTION 5. PERFORMANCE BY PROYECTO AZTECA

Proyecto Azteca hereby agrees to satisfy the project performances listed below as part of the implementation of the Colonia Self-Help Center Project, consistent with TDHCA Contract No. 7216003 and the terms and considerations outlined herein.

- A. Proyecto Azteca shall carry out the activities for each colonia target area, as outlined in Exhibit "A" of TDHCA Contract No. 7216003, said exhibit being referred to as the Performance Statement, which is attached to this Agreement.
- B. Proyecto Azteca shall carry out the activities for each colonia target area, as specified in Section 5.A above, in a manner that does not exceed the grant amount budgeted for such

activities in Exhibit "B" to TDHCA Contract No. 7216003, said exhibit being referred to as Self-Help Center Budget, which is attached to this Agreement.

- C. Proyecto Azteca shall implement the Colonia Self-Help Center Project consistent with the Project Implementation Schedule in Exhibit "C" of TDHCA Contract No. 7216003, which is attached to this agreement. Proyecto Azteca will not start work, however, until it receives a notice to proceed from the County. In the event of a conflict in the start date between Exhibit "C" and the notice to proceed, the notice to proceed shall govern.
- D. Proyecto Azteca shall implement the Colonia Self-Help Center Project in full compliance with the applicable laws and regulation outlined in Exhibit "D" of TDHCA Contract No. 7216003, said exhibit being referred to as Applicable Laws and Regulations, which is attached to this Agreement.
- E. Proyecto Azteca will provide all necessary personnel to implement the Colonia Self-Help Center Project. Proyecto Azteca will provide all necessary plans, specifications, documents, reports, inspection, and insurances that may be needed for project completion.
- F. Proyecto Azteca shall provide all required program information regarding the progress of the Colonia Self-Help Center Project to the County and/or TDHCA monitors and shall have agency representatives available during monitoring visits to Proyecto Azteca or designated colonia target areas.
- G. Proyecto Azteca shall maintain proper program records and provide any necessary reports to document low and moderate income beneficiaries by race, ethnicity, gender, and disability status as may be required by the County and/or TDHCA.
- H. Proyecto Azteca shall assist Hidalgo County in order to comply with all TDHCA citizen participation requirements, including the scheduling and conducting of any public hearings necessary to re-designate colonia target areas, make substantial changes in the performances outlined herein, or institute project close-out proceedings.
- I. Proyecto Azteca shall assist Hidalgo County to perform any necessary studies, assessments or evaluations that may be needed to serve Self-Help Colonia target areas.
- J. Proyecto Azteca shall submit to the County no later than the fifth (5th) day of the month after the end of each calendar quarter of the contract period a Quarterly Progress Report of all construction and non-construction activities by budget categories performed pursuant to Exhibit "A", Performance statement, and of the expenditures and obligation of funds by budget category made pursuant to Exhibit "B", Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by TDHCA and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.
- K. The Quarterly Progress Report attached to this agreement as Exhibit "E" shall include Colonia Self-Help Center Project expenditures as well as "Other" leveraged funds provided by Proyecto Azteca. The "Other" leveraged funds shall be delineated by source of funding

and designated colonia per applicant in order to document allocation of total funds for said unit as required by TDHCA.

- L. Proyecto Azteca will provide a single draw request at completion of each minor repair, rehabilitation, reconstruction project and/or education class. Minor repairs, rehabilitations, reconstruction projects will be in the form of an invoice indicating the name and address of the assisted family, the work completed, proof of inspection (TREC if required) and pictures of the completed work along with Form 28 (Building Contractors Request for Payment) attached to this agreement as Exhibit "F" made available by TCHCA. All other required documentation will be maintained in the clients individual project file as required by the TDHCA. For education classes Proyecto Azteca will provide an invoice for each class with Form 23 (Public Service Draw Request) made available by TDHCA and attached to this agreement as Exhibit "G".
- M. Proyecto Azteca draw requests must comply with Texas Administrative Code, Title 10 Community Development, Part 1. Texas Department of Housing & Community Affairs, Chapter 25, Colonia Self-Help Centers Application Requirements, Rule 25.5, Number 6 (A): the Administration line item may not exceed 15 percent of the total budget; (B) the Public Service line item may not exceed 7.5 percent of the total budget; (C) the Application must identify at least 15 percent of the budget will be allocated for direct Self-Help activities; (D) the amount of leveraged funding, if applicable; and (E) Direct Delivery Cost for all construction activities, exclusive of Rehabilitation, cannot exceed 10 percent for each budget line item. Direct Delivery Costs for Rehabilitation are limited to 15 percent of budget line item. As requested by TDHCA, draws requesting reimbursement for Proyecto Azteca expenditures via Colonia Self-Help Center Program construction activities per applicant must demonstrate evidence of supportive documents reflecting expenditure of "other funds" in order to process said request.
- N. At construction completion, Proyecto Azteca will provide an original completed project file for each client to the County with the required Progress Report as described in Section 5, Part J, of this Agreement.

SECTION 6. LIMIT OF LIABILITY AND RECAPTURE OF FUNDS

The total of all payments and obligations to be incurred by Proyecto Azteca under this agreement shall not exceed five hundred and seventy thousand dollars (\$570,000.00) or the actual amount of grant funds authorized by TDHCA Contract No. 7216003 for UCP.

In the event Proyecto Azteca fails to fulfill its obligations under this Agreement, Proyecto Azteca shall be liable to Hidalgo County for an amount not to exceed Proyecto Azteca grant funding from TDHCA Contract No. 7216003. Proyecto Azteca further agrees to reimburse Hidalgo County for any TDHCA funds expended by Hidalgo County pursuant to its performance under this Agreement, if County suspends or terminates this Agreement due to nonperformance by Proyecto Azteca. Furthermore, if the persons to benefit from activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the services or a benefit as a result of non compliance procedures by Proyecto Azteca activities, Proyecto Azteca is liable to the County and /or TDHCA for any disallowed cost.

SECTION 7. AMENDMENTS TO AGREEMENT

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

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

SECTION 8. CONFLICT OF INTEREST

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

SECTION 9. POLITICAL/SECTARIAN ACTIVITY

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

SECTION 10. INDEMNIFICATION

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

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

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

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

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

SECTION 12. MONITORING

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

SECTION 13. TERMINATION

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

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

SECTION 14. LITIGATION AND CLAIMS

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

SECTION 15. VENUNE

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

WITNESS THE HAND OF THE PARTIES TO THIS AGREEMENT acting through their duty authorized representatives on the 18th day of April 2017.

**EXHIBIT A
PERFORMANCE STATEMENT
COLONIA SELF HELP CENTER
HIDALGO COUNTY**

Service Provider shall carry out the following activities in the Hidalgo County Colonia Self Help Center (SHC) service area colonias of **Whitewing Subdivision, Roadrunner #2, Linda Vista Estates, Muniz and Carlos Acres** as identified in its 2016 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled.

7. Public Service

\$ 20,000.00

Tool Lending Library

Service Provider shall operate one (1) tool lending library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonia who are building or repairing their residence or installing necessary residential infrastructure. The tool lending library will provide a minimum of four hundred (400) tool checkouts and all resources shall be prioritized for the residents of the Colonia Self Help Center service area.

This activity shall benefit one thousand eight hundred thirty eight (1,838) persons of which one thousand one hundred eighty three (1,183) or sixty four percent (64%) are of low-to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction)

\$550,000.00

Reconstruction

Service Provider shall conduct **eleven (11) reconstructions** of housing units for residents of the Colonia Self Help Center service area at an average cost of fifty thousand dollars (\$50,000.00). The reconstructed homes must meet the local adopted code or, in the absence of local adopted code, must meet a minimum the 2015 International Residential Code (not including P2904, "Dwelling Unit Fire Sprinkler System"). The homes must also meet Health and Safety Code Chapter 388, "Texas Building Energy Performance Standards"; Tex. Gov't Code 2306.514, "Construction Requirements for Single Family Affordable Housing"; and all other applicable codes, requirements, zoning ordinances.

These activities shall benefit thirty (33) persons, of which thirty (33) or one hundred percent (100%) are of low to moderate income.

**EXHIBT B
BUDGET**

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
1	Acquisition Disposition			
2	Clearance			
3	Center/ Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/ Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	\$20,000.00		\$ 20,000.00
8	Relocation			
9	Rehabilitation(use 9a or 9b)			
9a	Residential Rehabilitation			
9b	Commercial Rehabilitation			
10	Public Housing Moderation			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a,14bor 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For- profit Entities			
14c	14c Micro enterprise or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not Feasible for Rehabilitation (Reconstruction)	\$550,000.00	\$ 220,000.00	\$770,000.00
15c	Other 105 (a) 15 (New Construction)			
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	\$570,000.00	\$220,000.00	\$790,000.00



**EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE**

Years 1 and 2

ACTIVITY/MILESTONE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Construction (Initiation)									X															
18-Month Milestone (30% Expended)																	X							

Years 3 and 4

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

Contract Start Date
April 28, 2017

Contract End Date
September 1, 2020

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

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

I. CIVIL RIGHTS

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

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

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

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

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

II. LABOR STANDARDS

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

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

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

III. EMPLOYMENT OPPORTUNITIES

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

IV. LEAD-BASED PAINT

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

V. ENVIRONMENTAL LAW AND AUTHORITIES

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

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

(a) Historic Properties

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

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

(3) Federal historic preservation regulations as follows:

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

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

(b) Floodplain management and wetland protection

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

(c) Coastal Zone Management

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

(d) Sole source aquifers

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

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

(e) Endangered species

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

(f) Wild and scenic rivers

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

(g) Air quality

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

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

(h) Farmland protection

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

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

(i) HUD environmental standards

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

notification requirement in 24 51.303 (a)(3)

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

(j) Environmental justice

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

(k) Other requirements

Section 24 C.F.R. Part 58.6.

VI. ACQUISITION/RELOCATION

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

VII. FAITH-BASED ACTIVITIES

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

EXHIBIT D
Quarterly Reports

Contract No.: 712013	Locality Name: Hidalgo County	<input type="checkbox"/> Jan-Mar 20__	<input type="checkbox"/> Apr-Jun 20__	<input type="checkbox"/> Jul-Sep 	<input type="checkbox"/> Oct-Dec 2012		
ACCOMPLISHMENTS							
1	Line Item # ,	Activity & Subactivity (if applicable)	4			Actual / To Date	i. Total L/M Beneficiaries
			Proposed	e. Total Beneficiaries	g. Deliverables		
		2	3				
		Funds	Other Funds				
		TxCDBG	Expenditures To Date				
		a. Current Budget	c. Balance Remaining				
		b. Total Drawn	d. Total Remaining				
		7. Public Service Tool Lending Library checkouts 15b. Not feasible for Rehabilitation Reconstruction 15c. Other 105(a)(15)(New Construction) RE Construction					
		Total:	\$				\$

**MINORITY
BUSINESS
STATUS**

Contractor/Subc ontractor Name <i>List all contracts awarded this quarter only</i>	Contract Amount			Column Codes: See <i>Instructions for codes</i>						
	CDBG Dollars	Other Funds	Total Dollars	A	B	C	D	E	F	G

Certification by
SHC
representative:

EXHIBIT F
BUILDERS CONTRACTS REQUEST FOR PAYMENT (Form 28)

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



Building Contractor's Request for Payment

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

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

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

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

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

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

\$ _____

Signature of Contractor: _____ Date: _____

Homeowner Certification

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

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

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

\$ _____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

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

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

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

\$ _____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____

EXHIBIT G

Draw Checklist (Form 23)

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



Public Services Draw Checklist

County: _____ Contract Number: _____

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Tool Lending Library

Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) for purchases materials, tools, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

Work performed by CSHC Provider

Include itemized invoice(s).

Solid Waste Removal

Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s), weight(s), disposal cost(s), colonias served, number of beneficiaries, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

Work performed by CSHC Provider

Include itemized invoice(s) describing the date(s) of service, colonias served, number of beneficiaries, and tonnage receipts.

Computer Access

Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing purchased materials and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

Work performed by CSHC Provider

Include itemized invoice(s) describing purchased materials.

Classes - Submit an additional Form 23 for different classes being sought for reimbursement

Type of Class(es): _____

Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

Work performed by CSHC Provider

Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

All required documentation has been reviewed, approved and submitted.

County Representative Signature: _____ Date: _____

County Representative Printed Name: _____

All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk



HIDALGO COUNTY

By: *Ramon Garcia*
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: *4/18/17*

PROYECTO AZTECA, INC.

By: *Ann W. Cass*
Ann W. Cass

Its: Executive Director

Date: *4/20/17*

Reviewed as to form on
April 4, 2017 by:
Steve Crain, Atlas,
Hall & Rodriguez LLC