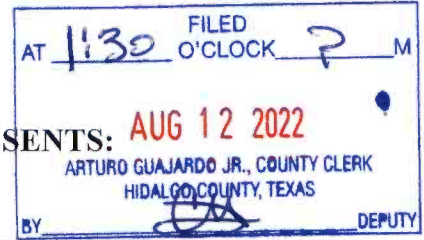


STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:



**IMPLEMENTATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO – URBAN COUNTY PROGRAM AND PROYECTO AZTECA
TO THE 2020-2024 COLONIA SELF-HELP CENTER PROJECT**

SECTION 1. PARTIES TO AGREEMENT

This Agreement is made and entered by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, for the purpose of implementing the 2020-2024 Hidalgo County Colonia Self-Help Center Project, funded through Texas Community Development Program Contract Number 7220003 between Hidalgo County and the Texas Department of Housing and Community Affairs, hereinafter called the TDHCA.

SECTION 2. SELF-HELP CENTER COLONIA TARGET AREAS

The Hidalgo County Self – Help Center Project will serve the Heidelberg, Capisallo Park, Cuellar # 2, Balli Estates and River Road Colonias, all in Hidalgo County, Texas.

SECTION 3. AGREEMENT PERIOD

This Agreement shall commence on August 9, 2022 and terminate on December 1, 2024 unless otherwise agreed to in writing by both parties. Any time extensions of the date of Contract Number 7220003 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 7220003 between TDHCA and Hidalgo County. Said contract is hereby incorporated in it's entirety by reference and made a part of this implementation Agreement with Proyecto Azteca.

SECTION 5. PERFORMANCE BY PROYECTO AZTECA

Proyecto Azteca hereby agrees to satisfy the project performances listed below as part of the implementation of the Colonia Self-Help Center Project, consistent with TDHCA Contract No. 7220003 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. 7220003, 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. 7220003, 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. 7220003, 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. 7220003, 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 TDHCA. All other required documentation will be maintained in the clients individual project file as required by TDHCA.
- 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 contract; (B) the Public Service line item may not exceed 10 percent of the total contract; (C) the Application must identify at least 15 percent of the contract will be allocated for direct Self-Help activities; (D) the amount of leveraged funding, if applicable; and (E) Direct Delivery Cost for all construction activities, exclusive of Rehabilitation, cannot exceed 10 percent for each budget line each item. Direct Delivery Costs for Rehabilitation are limited to 15 percent of budget line item. As requested by TDHCA, draws requesting reimbursement for Proyecto Azteca expenditures via Colonia Self-Help Center Program construction activities per applicant must demonstrate evidence of supportive documents reflecting expenditure of “other funds” in order to process said request.
- N. At construction completion, Proyecto Azteca will provide an original completed project file for each client to the County with the required Progress Report as described in Section 5, Part J, of this Agreement.

SECTION 6. LIMIT OF LIABILITY AND RECAPTURE OF FUNDS

The total of all payments and obligations to be incurred by Proyecto Azteca under this agreement shall not exceed six hundred thousand dollars (\$250,000.00) or the actual amount of grant funds authorized by TDHCA Contract No. 7220003 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 to exceed Proyecto Azteca grant funding from TDHCA Contract No. 7220003. Proyecto Azteca further agrees to reimburse Hidalgo County for

any TDHCA funds expended by Hidalgo County pursuant to its performance under this Agreement, if County suspends or terminates this Agreement due to nonperformance by Proyecto Azteca. Furthermore, if the persons to benefit from activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the services or a benefit as a result of non-compliance procedures by Proyecto Azteca activities, Proyecto Azteca is liable to the County and /or TDHCA for any disallowed cost.

SECTION 7. AMENDMENTS TO AGREEMENT

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

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

SECTION 8. CONFLICT OF INTEREST

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

SECTION 9. POLITICAL/SECTARIAN ACTIVITY

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

SECTION 10. INDEMNIFICATION

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

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

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

Proyecto Azteca shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner which conforms to TDHCA program requirements. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. Proyecto Azteca shall retain such record, and any supporting documentation, for the

greater of three years from closeout of this Agreement or the actual period required by TDHCA or other applicable laws and regulations.

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

SECTION 12. MONITORING

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

SECTION 13. TERMINATION

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

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

SECTION 14. LITIGATION AND CLAIMS

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

SECTION 15. VENUE

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

WITNESS THE HAND OF THE PARTIES TO THIS AGREEMENT acting through their duty authorized representatives on the 9th day of August 2022.

COUNTY OF HIDALGO, TEXAS

**COMMUNITY DEVELOPMENT
BLOCK GRANT**

BY: Richard F. Cortez
**Richard F. Cortez, County Judge
Hidalgo County**

BY: _____
**Ann Cass
Proyecto Azteca, Inc., Executive Director**

ATTEST:

Arturo Guajardo, Jr.
**Arturo Guajardo, Jr., County Clerk
Hidalgo County**



APPROVED BY
COMMISSIONERS COURT
ON: 8-9-22 MM

EXHIBIT A
PERFORMANCE STATEMENT

Proyecto Azteca shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of Heidelberg, Capisallo Park, Cuellar # 2, Balli Estates and River Road Subdivision as identified in the UCP SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Proyecto Azteca shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services (Tool Lending Library)

\$25,000

Proyecto Azteca shall utilize twenty five thousand and no cents (\$25,000.00) to 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 colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of four hundred (400) new tool checkouts.

These activities shall benefit two thousand three hundred twenty (2,320) persons of which one thousand four hundred fifty eight (1,458) or sixty three percent (63%) are of low to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction)

\$225,000

Contractor shall construct three (3) reconstructions of housing units for residents of the Colonia SHC service area at a cost not to exceed seventy-five thousand dollars (\$75,000) per unit. The reconstructed homes must meet the local adopted code or, in the absence of local adopted code, must meet at a minimum the 2015 International Residential Code (IRC). The homes must also meet the Texas Building Energy Performance Standards in Chapter 388 of the Texas Health and Safety Code, the Construction Requirements of Single Family Affordable Housing in Section 2306.514 of the State Act; and all other applicable codes, requirements, zoning ordinances.

These activities shall benefit six (6) persons, of which six (6) or one hundred percent (100%) are of low to moderate income.

**EXHIBIT B
BUDGET**

Line	Categories	Current Contract Funds	Other Funds*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	\$ 25,000		\$ 25,000
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation			
9b	Commercial Rehabilitation			
10	Public housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For- Profit Entities			
14c	Micro Enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	\$ 225,000		\$ 225,000
15c	Other 105 (a) 15 (New Construction)			
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	\$ 250,000		\$ 250,000

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

ACTIVITY OR MILESTONE	DATE
60% Expended	August 1, 2023
90% Expended	August 1, 2024
100% Expended	December 1, 2024
Contract Close-Out	February 1, 2025

Contract Start Date:
August 9, 2022

Contract End Date
December 1, 2024

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Proyecto Azteca shall comply with the Act and Regulations specified in Section 3 of this contract and OMB 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 pro established by TDHCA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

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

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

(a) Historic Properties

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

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

(3) Federal historic preservations regulations as follows:

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

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

(b) Floodplain management and wetland protection

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

(c) Coastal Zone Management

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

(d) Sole source aquifers

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

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

(e) Endangered species

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

(f) Wild and scenic rivers

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

(g) Air quality

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

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

(h) Farmland protection

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

(2) Farmland Protection Policy (Department of 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 E
QUARTERLY PROGRESS REPORTS

(ATTACHED SEPARATELY)

**EXHIBIT F
BUILDERS CONTRACTS REQUEST FOR PAYMENT
FORM 28**

(ATTACHED SEPARATELY)