

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA COUNTY SELF-HELP CENTER PROGRAM
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

SECTION 1. PARTIES TO CONTRACT

This Colonia Self-Help Center Program Contract No. 7216013 ("Contract") is made and entered into by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, referred to as "TDHCA", and County of Webb, a political subdivision of the State of Texas, referred to as the "Subrecipient". The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. CONTRACT PERIOD

This Contract shall commence on September 1, 2016, and shall terminate on September 1, 2020, unless otherwise specifically provided by the terms of this Contract ("Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. The Subrecipient shall conduct, in a satisfactory manner as determined by TDHCA, a Community Development Block Grant program, referred to as "CDBG", in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 *et. seq.*), referred to as the "Act" pursuant to Chapter 2306 of the Texas Government Code and the State's implementing regulations under Title 10, Part 1, Chapters 1 (Administration), 20 (Single Family Programs Umbrella Rule), 21 (Minimum Energy Efficiency Requirements for Single Family Construction Activities), and 25 (Colonia Self-Help Center Program Rule) of the Texas Administrative Code.

B. The Subrecipient shall perform all activities in accordance with the terms of the "Performance Statement" attached hereto as Exhibit A and incorporated herein for all relevant purposes; the "Budget" attached hereto as Exhibit B and incorporated herein for all relevant purposes; the "Project Implementation Schedule" attached hereto as Exhibit C and incorporated herein for all relevant purposes; the "Applicable Laws and Regulations" attached hereto as Exhibit D; the "Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by the Subrecipient in its application for the project funded under this Contract; and with all other terms, provisions, and requirements set forth in this Contract. The Subrecipient shall ensure that the persons to benefit from the activities described in Exhibit A, "Performance Statement", of this Contract are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the "Project Completion Report" to TDHCA. If the persons to benefit from the activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the service or a benefit, the Subrecipient is liable to repay to TDHCA any associated disallowed costs.

SECTION 4. TDHCA OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in this Contract, TDHCA shall be liable for actual and reasonable costs incurred by the Subrecipient during the Contract Period for performances rendered under this Contract by the Subrecipient, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that TDHCA's obligations under this Section 4 are contingent upon the actual receipt and availability of adequate state or federal funds to meet TDHCA's liabilities under this Contract. If adequate funds are not available to make payments under this Contract, TDHCA shall notify the Subrecipient in writing within a reasonable time after such fact is determined. TDHCA shall terminate this Contract and will not be liable for failure to make payments to the Subrecipient under this Contract.
2. TDHCA shall not be liable to the Subrecipient for any costs incurred by the Subrecipient, or any portion thereof, which has been paid to the Subrecipient or is subject to payment to the Subrecipient, or has been reimbursed to the Subrecipient or is subject to reimbursement to the Subrecipient by any source other than TDHCA or the Subrecipient.
3. TDHCA shall not be liable to the Subrecipient for any costs incurred by the Subrecipient which are not allowable costs, as set forth in Section 6 (A) of this Contract.
4. TDHCA shall not be liable to the Subrecipient for any costs incurred by the Subrecipient or for any performances rendered by the Subrecipient which are not strictly in accordance with the terms of this Contract, including the terms of the exhibits described in Section 3.
5. TDHCA shall not be liable to the Subrecipient for any costs incurred by the Subrecipient in the performance of this Contract which have not been billed to TDHCA by the Subrecipient within sixty (60) days after the Contract Period unless otherwise provided for in the Project Completion Report referred to in Section 8 (C) of this Contract.
6. TDHCA shall not be liable for costs incurred or performances rendered by the Subrecipient before commencement of the Contract Period, after the Contract Period, or if terminated early, upon termination of this Contract, unless the Subrecipient receives written approval from TDHCA and they are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this Contract.
7. TDHCA shall not be liable for costs incurred and reserved on the Project Completion Report if such costs are not billed to TDHCA within ninety (90) days after the Contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Project Completion Report eligible for reimbursement under the provisions of Section 19 of this Contract shall be billed to TDHCA within twelve months after the end of the Subrecipient's fiscal year that follows the termination date of this Contract. TDHCA shall deobligate all reserved funds not requested under this subsection.

B. Excess Payments

1. The Subrecipient shall refund to TDHCA any sum of money which has been paid to the Subrecipient by TDHCA, which TDHCA determines has resulted in overpayment to the Subrecipient, or which TDHCA determines has not been spent by the Subrecipient strictly in accordance with the terms of this Contract. Such refund shall be made by the Subrecipient to TDHCA within thirty (30) working days after such refund is requested by TDHCA.
2. The Subrecipient shall refund to TDHCA any sum of money which has been paid to the Subrecipient by TDHCA if the Subrecipient knows or should have known or been aware the money was paid in error due to overpayment or otherwise.

C. Limit of Liability

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by TDHCA under this Contract shall not exceed the sum of One Million and No/100 Dollars (\$1,000,000), which includes the administrative cost for the administration of this Contract.

SECTION 5. METHOD OF PAYMENT

A. The Subrecipient shall submit to TDHCA at its offices in Travis County, Texas, a properly completed "Request for Payment" form and State of Texas Purchase Voucher, as specified by TDHCA, as often as actually needed. TDHCA shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until TDHCA has reviewed and approved such request.

B. The Subrecipient's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this Contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDHCA to the Subrecipient and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this Contract, it is expressly understood and agreed by the parties that payments under this Contract are contingent upon the Subrecipient's full and satisfactory performance of its obligations under this Contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract 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 shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this Contract, the Subrecipient shall comply with 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (referred to as "Uniform Guidance"), as modified by the uniform administrative requirements set forth in Chapter 783 of the Texas Government Code and its implementing regulations at 34 T.A.C. Chapter 20, Subchapter I (hereinafter referred to as "UGMS") in performing this Contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB), the Council on Financial Assistance Reform (COFAR), UGMS, and as supplemented by this Contract.

B. The Subrecipient shall comply with the requirements set forth in 24 C.F.R. §570.489(e) to account for program income related to activities financed in whole or in part with funds provided under this Contract.

1. The Subrecipient shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this Contract, and the Subrecipient shall provide reports of program income to TDHCA with each quarterly report submitted by the Subrecipient in accordance with Section 8 of this Contract, and at the end of the Contract Period.

2. Program income earned by the Subrecipient during the Contract Period shall be retained by the Subrecipient, if approved by TDHCA in writing and utilized by the Subrecipient to fund performances specified in this Contract, in the manner specified, prior to requesting additional funds from TDHCA.

3. At least sixty (60) days prior to the end of the Contract Period, the Subrecipient shall submit a plan to TDHCA for its approval which specifies the manner in which the Subrecipient proposes to use any unexpended program income earned under this Contract to continue the performance specified in this Contract in the manner specified. Any unexpended program income earned under this Contract without TDHCA's approval of said plan must be returned to TDHCA. In the event that Subrecipient timely submits the plan to TDHCA and TDHCA does not approve the plan submitted, the Subrecipient shall return such program income to TDHCA within thirty (30) working days after receipt of TDHCA's notification of disapproval.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. The Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to 2 C.F.R. Part 200. 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 Contract. The Subrecipient shall retain such records, and any supporting documentation, for seven (7) years from end of the Contract Period unless terminated earlier or the period required by other applicable laws and regulations.

B. The Subrecipient 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, and TDHCA, 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 the Subrecipient pertaining to this Contract. Such rights to access shall continue as long as the records are retained by the Subrecipient. The Subrecipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act.

C. The Subrecipient shall include the substance of Subsections A and B of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. The Subrecipient shall submit to TDHCA such reports on the operation and performance of this Contract as may be required by TDHCA including but not limited to the reports specified in this Section 8. The Subrecipient agrees to electronically file and submit Application documents and Program Documents, as applicable, through the Department's Electronic Filing System at <https://sf-files.tdhca.state.tx.us/> in accordance with the Department's policy. The Subrecipient will, in the manner prescribed by the Department, file by means of electronic transmission, the following:

- 1) Application documents, including responses to deficiencies issued by the Department,
- 2) Draws,
- 3) Supplemental reports, and
- 4) Any documentation required to meet ongoing Program review.

B. The Subrecipient shall submit to TDHCA no later than the tenth (10th) day of the month after the end of each calendar quarter of the Contract Period, a Quarterly Progress Report of the progress of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations 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.

C. The Subrecipient shall submit a Project Completion Report to TDHCA no later than sixty (60) days after the termination of the Contract or at the conclusion of all activities under the Contract as

determined by TDHCA. The Project Completion Report shall be in a format prescribed by TDHCA and shall be accompanied by a final Project Completion Report of all activities performed under this Contract.

D. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the parties that if the Subrecipient fails to submit to TDHCA in a timely and satisfactory manner any report required by this Contract, TDHCA may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If TDHCA withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TDHCA until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

E. The Subrecipient is required to immediately report to TDHCA any incident of criminal misapplication of Texas Community Development Block Grant (TxCDBG) funds associated with this Contract.

SECTION 9. MONITORING

TDHCA or its designee reserves the right to perform periodic on-site monitoring of the Subrecipient's compliance with the terms and conditions of this Contract, and of the adequacy and timeliness of the Subrecipient's performances under this Contract. After each monitoring visit, TDHCA or its designee shall provide the Subrecipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Subrecipient's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Subrecipient. Failure by the Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Contract, as provided in Sections 17 and 18 of this Contract.

SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that TDHCA is contracting with the Subrecipient as an Independent Contractor, and that the Subrecipient, as such, agrees to the extent allowed by law to hold TDHCA harmless and to indemnify TDHCA from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Subrecipient under this Contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Subrecipient may subcontract for performances described in this Contract without obtaining TDHCA's prior written approval. The Subrecipient shall only subcontract for performances described in this Contract to which the federal labor standards requirements apply after the Subrecipient has submitted a Subcontractor Eligibility form, as specified by TDHCA, for each such proposed subcontract, and the Subrecipient has obtained TDHCA's prior written approval, based on the information submitted, of the Subrecipient's intent to enter into such proposed subcontract. The Subrecipient, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDHCA is in no way liable to the Subrecipient's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that the Subrecipient obtain TDHCA's prior written approval of a subcontractor's eligibility, be construed as relieving the Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by the Subrecipient. TDHCA's approval under Section 11 does not constitute adoption, ratification, or acceptance of the Subrecipient's or subcontractor's performance. TDHCA maintains the right to insist upon the Subrecipient's full compliance with the terms of this Contract, and

by the act of approval under Section 11, TDHCA does not waive any right of action which may exist or which may subsequently accrue to TDHCA under this Contract.

C. The Subrecipient shall comply with 24 C.F.R. §85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this Contract.

D. The Subrecipient shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Subrecipient until TDHCA determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

E. The Subrecipient shall include the substance of Section 7 in all subcontracts.

SECTION 12. CONFLICT OF INTEREST

A. The Subrecipient shall ensure that no employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. The Subrecipient shall comply with Chapter 171 of the Texas Local Government Code and 24 C.F.R. 570.489(h).

B. In all cases not governed by Subsection (A) of this Section 12, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this Contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient or of a subcontractor of the Subrecipient.

D. The Subrecipient shall include the substance of this section in all subcontracts.

SECTION 13. NONDISCRIMINATION, FAIR HOUSING, EQUAL ACCESS AND EQUAL OPPORTUNITY

A. The Subrecipient shall ensure that no person shall on the ground of race, color, national origin, religion, sex, familial status, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.

B. Subrecipient shall meet the accessibility standards under (i) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d *et. seq.*), (ii) the Age Discrimination Act of 1975 (42 U.S.C. §6101 *et. seq.*) and its implementing regulations at 24 C.F.R. Part 146, (iii) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. Parts 35 and 36, (iv) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and its implementing regulations at and implemented at 24 C.F.R. Part 8, (v) Title VIII of the Civil Rights Act (42 U.S.C. §3601 *et. seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100, (vi) the Architectural Barriers Act of 1968 (42 U.S.C. §4151 *et. seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally

effective communication system and (vii) the Department's Accessibility rules in Subchapter B of 10 TAC Chapter 1, as may be amended from time to time.

C. By the execution of this Contract, the Subrecipient agrees that the Colonia Self-Help Center Program will be conducted and administered in conformity with the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d *et. seq.*) and 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964", the Texas Fair Housing Act (Chapter 301 of the Texas Property Code) and the Fair Housing Act (42 U.S.C. §3901 *et. seq.*) and implementing regulations at 24 C.F.R. Parts 100-115, and that it will affirmatively further fair housing, as specified by TDHCA.

D. Subrecipient agrees to carry out an Equal Employment Opportunity Program as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 C.F.R. Part 60.

E. The Subrecipient shall comply with the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and its implementing regulations at 24 C.F.R. Part 107. The failure or refusal of the Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60.

F. Subrecipient will include the substance of this Section 13 in all subcontracts.

SECTION 14. LEGAL AUTHORITY

A. The Subrecipient assures and guarantees that the Subrecipient possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services the Subrecipient has obligated itself to perform.

B. The person or persons signing and executing this Contract on behalf of the Subrecipient, or representing themselves as signing and executing this Contract on behalf of the Subrecipient, do hereby warrant and guarantee that he, she or they have been duly authorized by the Subrecipient to execute this Contract on behalf of the Subrecipient and to validly and legally bind the Subrecipient to all terms, performances, and provisions set forth.

C. TDHCA shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either the Subrecipient or the person signing this Contract to enter into this Contract or to render performances. The Subrecipient is liable to TDHCA for any money it has received from TDHCA for performance of the provisions of this Contract, if TDHCA has suspended or terminated this Contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

The Subrecipient shall give TDHCA immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Subrecipient arising out the performance of any subcontract; and 2) any claim against the Subrecipient, the cost and expense of which the Subrecipient may be entitled to be reimbursed by TDHCA. Except as otherwise directed by TDHCA, the Subrecipient shall furnish immediately to TDHCA copies of all pertinent papers received by the Subrecipient with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be by written amendment and executed by both parties to this Contract. If any party returns an executed copy by facsimile machine or electronic transmission, the

signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

B. Any changes, additions, or deletions to the terms of this Contract which are required by changes in Federal or State law or regulations are automatically incorporated into this Contract without written amendment, and shall become effective on the date designated by such law or regulation.

C. Notwithstanding Subsection A of this Section 16, the Subrecipient may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this Contract, or otherwise requiring TDHCA's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this Contract as specified in Section 4 (C) of this Contract;
2. The transfer will not change the scope or objective of the projects funded under this Contract; and
3. The Subrecipient submits a budget revision report to TDHCA, on a form specified by TDHCA, simultaneously with the submission of the Subrecipient's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event the Subrecipient fails to comply with any term of this Contract, TDHCA may, upon written notification to the Subrecipient, suspend this Contract in whole or in part and withhold further payments to the Subrecipient, and prohibit the Subrecipient from incurring additional obligations of funds under this Contract.

B. Nothing in this Section 17 or Section 18 of this Contract shall be construed to limit TDHCA's authority to withhold payment and immediately suspend this Contract if TDHCA identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension may be a temporary measure pending either corrective action by Subrecipient or a decision by TDHCA to terminate this Contract in accordance with Section 18 of this Contract.

SECTION 18. TERMINATION

A. TDHCA shall have the right to terminate this Contract, in whole or in part, at any time before the date of completion specified in Section 2 of this Contract whenever TDHCA determines that the Subrecipient has failed to comply with any term of this Contract.

B. Either of the parties to this Contract shall have the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract 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 Contract to be terminated.

C. Upon termination, the Subrecipient shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs thereunder. TDHCA shall not be liable to the Subrecipient or to the Subrecipient's creditors for costs incurred after termination of this Contract.

D. Notwithstanding any exercise by TDHCA of its right of termination or suspension under this Contract, the Subrecipient shall not be relieved of any liability to TDHCA for damages due to TDHCA by virtue of any breach of this Contract by the Subrecipient.

SECTION 19. AUDIT

A. The Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. (a) Audit Required-Federal Awards. Subrecipients expending \$750,000 or more in Federal financial assistance for any fiscal year within the Contract Period shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (referred to as "Uniform Guidance"). Alternatively, TDHCA may require a program specific audit for certain situations and when the Single Audit Act does not apply. The term "Federal financial assistance" includes awards received directly from Federal agencies, or indirectly through other units of State and local government.

(b) Audit Required-State Awards. Subrecipients that expended \$750,000 or more in State Awards for any fiscal year within the Contract Period shall have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and UGMS. For purposes of this Section 19, "State Award" means an award of state financial assistance, including cooperative agreements, in the form of money, property in lieu of money, or other financial assistance paid or furnished by the state or federal government to an eligible grantee to carry out a program in accordance with rules, regulations and guidance provided by the grantor agency. The term does not include technical assistance which provides services instead of money or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance such as fellowship or lump sum award, for which the grantee is not required to account. State awards also do not include federal awards as defined by 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (referred to as "Uniform Guidance").

2. Notwithstanding Section 4 of this Contract, the Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by TDHCA under this Contract, provided however that TDHCA shall not make payment for the cost of such audit services until TDHCA has received a satisfactory audit report and invoice, as determined by TDHCA, from the Subrecipient; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services.

3. The Subrecipient shall submit a copy of the audit report to TDHCA's Compliance Division or TDHCA's designee within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Subrecipient's audit period. The Subrecipient shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by TDHCA or its authorized representative. The Subrecipient shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and Subrecipient contact information, including contact person, mailing address, telephone, fax number and e-mail address. The Subrecipient shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Subrecipient by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility

to apply under the Colonia Self-Help Center Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A1 through 3" of this Section 19, the Subrecipient shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if the Subrecipient has or has not met the \$750,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements. Failure by the Subrecipient to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the Colonia Self-Help Center Program, and the issuance of new contracts for funding awards.

B. Notwithstanding Subsection A of this Section 19, TDHCA reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this Contract. The Subrecipient agrees to permit TDHCA or its authorized representative to audit the Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. The Subrecipient understands and agrees that it shall be liable to TDHCA for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. The Subrecipient further understands and agrees that reimbursement to TDHCA of such disallowed costs shall be paid by the Subrecipient from funds which were not provided or otherwise made available to the Subrecipient under this Contract.

D. The Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as TDHCA may require of the Subrecipient. TDHCA shall not release any funds for any costs incurred by the Subrecipient under this Contract until TDHCA or its designee is has received a copy of any audit report required by this Section 19.

E. The Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to TDHCA or its designee at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Subrecipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. The environmental effects of any activity carried out with funds provided under this Contract must be assessed in accordance with the provisions of the Colonia Self-Help Center Program rules, National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §432 *et. seq.*) and the related activities listed in HUD's implementing regulations at 24 C.F.R. Parts 50, 51, 55 and 58 (NEPA regulations). This includes responsibility for compliance with the applicable provisions and requirements of the "Related Federal Laws and Authorities" specified in 24 C.F.R. §58.5. Each such activity must have an environmental review completed and support documentation prepared complying with NEPA and NEPA. **No funds may be requested or committed to a Project before the completion of the**

environmental review process, including the requirements of 24 C.F.R. §58.6, and TDHCA has provided written clearance.

B. If funds are provided under this Contract to a “unit of general local government,” the recipient is delegated authority as the Responsible Entity (RE) and makes all environmental clearance determinations. The TDHCA assumes the role of HUD pursuant to 24 C.F.R. Part 58, “Subpart H – Release of Funds for Particular Projects” and is responsible for reviewing and approving the Request for Release of Funds and granting the recipient the Authority to Use Grant Funds.

C. Subrecipients may be required to attend training for environmental assessment. The assessments must be satisfactory to TDHCA. This Contract is conditional in nature and does not grant Subrecipient legal claim to any TxCDBG Funds for a specific Project or site until the environmental review process is approved by TDHCA. The agreement to provide funds to the project is conditional on TDHCA’s or Subrecipient’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

D. Funds provided under this Contract may not be used in connection with acquisition or rehabilitation or new construction of housing located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program (NFIP) or less than a year has passed since FEMA notification regarding such hazards and flood insurance is obtained as a condition of approval of the commitment. Subrecipient must determine if the locality participates in the NFIP during the preliminary stages of the environmental clearance process.

E. Funds provided under this Contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project;
2. Environmental studies, including environmental clearance activities required by this Section; and
3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

SECTION 21. LABOR STANDARDS

A. Subrecipient understands and acknowledges that every contract for the construction (rehabilitation or new construction) of housing that includes 8 or more rental units in one continuous lot or contiguous lots or parcels, regardless of the number of CSBG units financed or demolition activities for purposes of redevelopment must contain provisions in accordance with 24 C.F.R. §570.603 requiring the prevailing wage established by the U.S. Department of Labor, or the appropriate rate as determined by the U.S. Department of Labor pursuant to the Davis-Bacon Act (40 U. S. C. 276a-276a-5), to all laborers and mechanics employed in the construction of the housing assisted under this Contract.

B. Subrecipient understands and acknowledges that every Contract involving the employment of mechanics and laborers of said construction shall be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §327 *et. seq.*), Copeland “Anti-Kickback” Act (18 U.S.C. §874), the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §201, *et. seq.*) and Davis-Bacon and Related Acts (40 U.S.C. §§276(a) - 276(a)-5).

C. Subrecipient also understands that structuring the proposed assistance for the rehabilitation or construction of housing to avoid the applicability of the Davis-Bacon Act is prohibited.

D. Construction contractors and subcontractors must comply with regulations issued under these Federal acts described herein, with other Federal laws, regulations pertaining to labor standards, HUD Federal Labor Provisions (HUD form 4010) and (2) HUD Handbook on Federal Labor Standards Compliance in Housing and Community Development Programs, as applicable.

SECTION 22. DISPLACED PERSONS

A. Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et. seq., 49 C.F.R. Part 24, and Section 104 (d) of the Housing and Community Development Act set out in 24 C.F.R. Part 42

B. Subrecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a Project assisted with CDBG Funds and complied with HUD Handbook 1378.

SECTION 23. LEAD-BASED PAINT

These funds are subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), the implementing regulations at 24 C.F.R. Part 35, (including subparts A, B, J, K, M and R), and the Lead; Renovation, Repair, and Painting Program Final Rule, 40 C.F.R. Part 745. Failure to comply with the lead-based paint requirements, may result in sanctions and penalties pursuant to 24 C.F.R. §35.170.

SECTION 24. SECTION 3 COMPLIANCE

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 ("Section 3"), as amended (12 U.S.C. §1701u) and the implementing regulations at 24 C.F.R. Part 135, and TDHCA policy as determined by the Board. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the 24 C.F.R. Part 135 regulations.

C. Subrecipient agrees to send to each labor organization or representative of workers with which the Subgrantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section of the Contract, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Subgrantee's obligations under 24 C.F.R. Part 135.

E. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e) ("**Section 7b**") also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible

1. Preference and opportunities for training and employment shall be given to Indians, and
2. Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7b agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7b.

G. Subrecipient agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

H. The Subrecipient agrees to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.

SECTION 25. SECTARIAN AND FAITH-BASED ACTIVITIES

A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this Contract. The Subrecipient receiving funds under this Contract shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. Funds made available under this Contract shall NOT be used, in support of any explicitly religious activity, such as worship, religious instruction, or proselytization. Funds made available under this Contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. Funds made available under this Contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and explicitly religious activities, funds made available under this Contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this Contract.

B. The Subrecipient shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 C.F.R. §570.200(j) and Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

SECTION 26. LIMITED ENGLISH PROFICIENCY ("LEP")

Subrecipient shall comply with the requirements in Executive Order 13166 of August 11, 2000, reprinted at 65 FR 50121, August 16, 2000 Improving Access to Services for Persons with Limited English Proficiency and 67 FR 41455. To ensure compliance the Subgrantee must take reasonable steps to insure that LEP persons have meaningful access to the program and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

SECTION 27. MINORITY/WOMEN'S' BUSINESS ENTERPRISE

Subrecipient will use its best efforts for minority outreach to afford minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract and must prescribe procedures acceptable to HUD for a minority outreach program under Executive Orders 11625, 12432 and 12138. The Subrecipient may rely on written representations by

businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

SECTION 28. TENANT PROTECTION REQUIREMENTS

Subrecipient agrees to comply with the Protecting Tenants at Foreclosure Act of 2009 "PTAF" Pub.L No. 111-22, Title VII, §§ 701-704 (2009). Subrecipient must document its efforts to ensure that the initial successor in interest ("ISII") in foreclosed upon residential real property has provided bona fide tenants with the notice and other protections outlined in PTAF.

SECTION 29. PROCUREMENT OF RECOVERED MATERIALS

Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SECTION 30. CITIZEN PARTICIPATION REQUIREMENTS

A. The Subrecipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Contract are used, in accordance with 24 C.F.R. §570.486;

B. The Subrecipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by TDHCA, from the activities specified in Exhibit A, Performance Statement, of this Contract;

C. Prior to the termination of this Contract, the Subrecipient shall hold a public hearing to review its performance under this Contract;

D. For each public hearing scheduled and conducted by the Subrecipient under this Section 30, the Subrecipient shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Subrecipient's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. TDHCA shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Subrecipient shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this Contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Subrecipient shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this Contract, the Subrecipient shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this Contract. The Subrecipient shall make such records available to the public in accordance with Texas Public Information Act (Chapter 552 of Texas Government Code).

F. Complaint Procedures. The Subrecipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with TDHCA's requirements. The Subrecipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 31. SPECIAL CONDITIONS

A. TDHCA shall not release any funds for any costs incurred by the Subrecipient under this Contract until TDHCA has received a copy of the Subrecipient's previous fiscal year audit report or certification from the Subrecipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Contract. TDHCA shall specify the content and form of such certification.

B. TDHCA shall not be liable to the Subrecipient for any costs incurred by the Subrecipient under this Contract until TDHCA receives a properly completed Depository/Authorized Signators Form, as specified by TDHCA, from the Subrecipient.

C. The Subrecipient shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this Contract until the Subrecipient has received the applicable prevailing wage rates from TDHCA, if applicable.

SECTION 32. DEBARMENT

A. By signing this Contract, the Subrecipient certifies that it will not award any funds provided under this Contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 C.F.R. Part 24. The Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

B. By signing this Contract, the Subrecipient certifies that its principal employees, board members, agents, or contractor are not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 C.F.R. Part 24 and are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Further, the Subrecipient is required to immediately report to TDHCA if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 C.F.R. Part 24.

SECTION 33. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

C. Subrecipient shall comply with the restrictions on lobbying by executing the Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements attached as Addendum A hereto and incorporated herein for all relevant purposes.

SECTION 34. CERTIFICATION REGARDING THE EXPENDITURE OF FUNDS

By execution of this Contract, Subrecipient hereby certifies to the following:

1. It will minimize displacement of persons as a result of activities assisted with such funds;
2. It will provide for opportunities for citizen participation, hearings and access to information with respect to its community development programs, as specified by TDHCA;
3. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the Subrecipient certifies that it lacks sufficient funds under this Contract to comply with the requirements of clause (a);
4. In the event that displacement of residential dwellings will occur in connection with a project assisted with TDHCA funds, it will follow a residential anti-displacement and relocation assistance plan, as specified by TDHCA; and
5. It shall adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

SECTION 35. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or TDHCA of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or TDHCA of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the TDHCA notifies Subrecipient of the violation.

SECTION 36. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The TDHCA may not award a contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code,

Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient hereby certifies that it is eligible to participate in this Colonia Self-Help Center Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are hereby made a part of this Contract and constitute promised performances by the Subrecipient under this Contract:

1. Exhibit A, Performance Statement
2. Exhibit B, Contract Budget
3. Exhibit C, Project Implementation Schedule
4. Exhibit D, Applicable Laws and Regulations
4. Addendum A, Certifications Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

SECTION 38. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 39. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to TDHCA:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Timothy Irvine, Executive Director
Telephone: (512) 475-3950
Fax: (512) 475-2365

As to Subrecipient:

County of Webb, Texas
1000 Houston Street, 3rd Floor
Laredo, Texas 78040
Attention: Tano E. Tijerina, County Judge
Telephone: (956) 523-4600
Fax: (956) 523-5065

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 39.

SECTION 40. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 41. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 42. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 43. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

SECTION 44. EXPIRATION OF CONTRACT

This Contract and all TDHCA's obligations hereunder may expire six (6) months after the commencement date of this Contract as specified in Section 2 of this Contract if Subrecipient has not commenced performance of all activities required under this Contract.

SECTION 45. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the State Act, it is TDHCA's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving TDHCA and the use of negotiated rulemaking procedures for the adoption of TDHCA rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, TDHCA encourages informal communications between TDHCA staff and the Subrecipient, to exchange information and informally resolve disputes. TDHCA also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Administrator would like to engage TDHCA in an ADR procedure, the Subrecipient may send a proposal to TDHCA's Dispute Resolution Coordinator. For additional information on TDHCA's ADR policy, see TDHCA's Alternative Dispute Resolution and Negotiated Rulemaking at Section 1.17 of the Administrative Rules.

THIS CONTRACT WAS APPROVED BY THE BOARD OF DIRECTORS ON JULY 30, 2015 AND IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF TDHCA, OR HIS/HER AUTHORIZED OFFICER OR REPRESENTATIVE.

WITNESS OUR HANDS EFFECTIVE:

SUBRECIPIENT:

COUNTY OF WEBB, a political subdivision of the State of Texas

Tano E. Tijerina, County Judge
County of Webb, Texas

Date: _____

THIS CONTRACT IS APPROVED, ACCEPTED AND MADE EFFECTIVE ON THE DATE OF COMMENCEMENT OF THE CONTRACT PERIOD AND WILL TERMINATE AT THE END OF THE CONTRACT PERIOD AS DEFINED IN SECTION II OF THIS CONTRACT, ON BEHALF OF TDHCA:

TDHCA:

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

By: _____
Its duly authorized officer or representative

Date: _____

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA COUNTY SELF-HELP CENTER
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

**EXHIBIT A
PERFORMANCE STATEMENT**

Contractor shall carry out the following activities in the Webb County Colonia Self-Help Center (SHC) service area colonias of **Los Altos, San Carlos I & II, Ranchitos 359 East, and Pueblo Nuevo**. 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. The Contractor 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. The total number of beneficiaries to be served will be one thousand eight hundred eighty-six (1,886) persons, of which one thousand eight hundred eighty-six (1,886) or one hundred percent (100%) are of low- to moderate income.

7. Public Service

\$80,000

Homeownership and Instructional Classes

Contractor shall conduct ten (10) Instructional Classes. Colonia SHC staff shall coordinate with area service providers who will participate to inform residents about available social services and educational opportunities including, but not limited to maintaining a safe and healthy home environment, fire prevention, environmental awareness, financial literacy and homeownership responsibilities. This activity shall be prioritized in the Colonia SHC service area.

These activities shall benefit two hundred (200) persons, of which one hundred ninety (190) or ninety-five percent (95%) are of low- to moderate income.

Construction Skills Classes

Contractor shall conduct twenty-five (25) classes on construction skills necessary to repair or build a home or install necessary residential infrastructure. This activity shall be prioritized in the Colonia SHC service area.

These activities shall benefit five hundred (500) persons, of which four hundred seventy-five (475) or ninety-five percent (95%) are of low- to moderate income.

Solid Waste Removal

Contractor shall conduct four (4) solid waste removal activities such as colonia clean-up campaigns, with a focus on illegal dump site removal and large item trash pick-up, at an average cost of five thousand dollars (\$5,000) per activity. An average of twenty thousand pounds (20,000 lbs.) will be collected per activity and all activities will include the proper disposal of all solid waste for the residents of the Colonia SHC service area.

These activities shall benefit two thousand forty-one (2,041) persons, of which one thousand nine hundred thirty-eight (1,938) or ninety-five percent (95%) are of low- to moderate income.

Technology Classes

Contractor shall conduct ten (10) computer literacy classes, provide computer tutoring and operate, maintain and purchase equipment to provide access to computers and the internet. Access to technology and any associated classes shall be prioritized in the Colonia SHC service area.

These activities shall benefit two hundred (200) persons, of which one hundred ninety (190) or ninety-five percent (95%) are of low- to moderate income.

Technology Access

Contractor shall operate, maintain, and purchase necessary equipment including but not limited to network laser printer, projector, fax machine, scanner, paper, printer toner to provide access to computers and the internet. A minimum of five hundred (500) visits by colonia residents shall be accomplished. Access to computers shall be prioritized for the residents of the Colonia SHC service area.

These activities shall benefit five hundred (500) persons, of which four hundred seventy-five (475) or ninety-five percent (95%) are of low- to moderate income.

Tool Lending Library

Contractor shall operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will conduct a minimum of six hundred (600) tool checkouts and all resources shall be prioritized in the Colonia SHC service area.

These activities shall benefit two thousand forty-one (2,041) persons, of which one thousand nine hundred thirty-eight (1,938) or ninety-five percent (95%) are of low-to moderate income.

9a. Residential Rehabilitation \$120,000

Colonia Housing Rehabilitation

Contractor shall conduct three (3) residential rehabilitations of housing units for residents of the Colonia SHC service area at an average cost of forty thousand dollars (\$40,000) that will bring the rehabilitated homes up to Texas Minimum Construction Standards.

These activities shall benefit eight (8) persons, of which eight (8) or one hundred percent (100%) are of low-to moderate income.

13. Administration, Planning and Management \$150,000

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction) \$450,000

Contractor shall conduct nine (9) reconstructions of housing units for residents of the Colonia SHC service area at an average cost of fifty thousand dollars (\$50,000). 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 (not including §P2904, "Dwelling Unit Fire Sprinkler Systems"). 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 twenty-three (23) persons, of which twenty-three (23) or one hundred percent (100%) are of low- to moderate income.

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

\$200,000

Contractor shall conduct four (4) new constructions of housing units for residents of the Colonia SHC service area at an average cost of fifty thousand dollars (\$50,000). The newly constructed 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 (not including §P2904, "Dwelling Unit Fire Sprinkler Systems"). 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 ten (10) persons, of which ten (10) or one hundred percent (100%) are of low- to moderate income.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA SELF-HELP CENTER PROGRAM
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

**EXHIBIT B
CONTRACT 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)	\$80,000		\$80,000
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	\$120,000		\$120,000
9b	Commercial Rehabilitation			
10	Public Housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management	\$150,000		\$150,000
14	Economic Development (use 14a,14b or 14c)			
14a	Assistance to Non-Profit Entities			
14b	Assistance to For-Profit Entities			
14c	Micro enterprise or Small Business			
15	New Construction (use 15a, 15b or 15c)			
15a	Last Resort			
15b	Not Feasible for Rehabilitation (Reconstruction)	\$450,000		\$450,000
15c	Other 105 (a) 15 (New Construction)	\$200,000		\$200,000
16	Unspecified Activities			
17	Homeownership Assistance			
	TOTAL	\$1,000,000	\$0	\$1,000,000

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 COLONIA SELF-HELP CENTER PROGRAM
 CONTRACT NO. 7216013
 COUNTY OF WEBB, TEXAS**

**EXHIBIT C
 PROJECT IMPLEMENTATION SCHEDULE**

Contract start date: September 1, 2016
 Contract end date: September 1, 2020

Years 1 and 2

ACTIVITY/MILESTONE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services			X																					
6-Month Milestone (initiation threshold)						X																		
Environmental Review						X																		
Clearance of Special Conditions						X																		
Construction Bid Advertisement						X																		
Construction Contract Award									X															
Construction (initiation deadline)											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
32-Month Milestone (60% expended)								X																
44-Month Milestone (90% expended)																				X				
Final Inspections																								X
Final Milestone (100% expended)																								X
Close-out																								X

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA SELF-HELP CENTER PROGRAM
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

**EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS**

The Subrecipient shall comply with the Act and Regulations specified in Section 3 of this Contract and with the federal regulations specified 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 applicable to the activities and performances rendered by the Subrecipient under this Contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D to the contract.

I. CIVIL RIGHTS

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

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as 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 to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

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

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, the Subrecipient understands and agrees that the activities funded shall be operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 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 procedures 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 the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 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 requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (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 to HUD programs other than Urban Development Action Grants (UDAG) and
 - (ii) 36 C.F.R. part 801 with respect to 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 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see §55.10 of this subtitle A.)
- (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly sections 2 and 5.

(c) Coastal Zone Management

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

(d) Sole source aquifers

- (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as 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 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

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

(g) Air quality

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

(2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (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 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

(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 C.F.R. 51.303(a)(3))

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

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

(k) Other requirements

See 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. Sec. 4601 *et seq.*), 24 C.F.R. Part 42, 24 C.F.R. 570.606. §104 (d) of the Housing and Community Development Act set out 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 Community Organizations, (67 FR 77141).

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COLONIA SELF-HELP CENTER PROGRAM
CONTRACT NO. 7216013
COUNTY OF WEBB, TEXAS**

**ADDENDUM A
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, 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 AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.
- (2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT 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 SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

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

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

THE UNDERSIGNED STATES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

IF ANY 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 COMMITMENT PROVIDING FOR THE UNITED STATES TO INSURE OR GUARANTEE A LOAN, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS

INSTRUCTIONS. SUBMISSION OF THIS STATEMENT IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED STATEMENT SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

COUNTY OF WEBB, a political subdivision of the State of Texas

Tano E. Tijerina, County Judge
County of Webb

Date: _____