



June Board Meeting

To be held at the offices of
Texas State Affordable Housing Corporation
6701 Shirley Avenue
Austin, TX 78752

Tuesday, June 18, 2024
10:30 a.m.

**TEXAS STATE AFFORDABLE HOUSING CORPORATION
BOARD MEETING
AGENDA**

**To be held at the offices of
Texas State Affordable Housing Corporation
6701 Shirley Avenue
Austin, Texas 78752**

**June 18, 2024
10:30 A.M.**

**CALL TO ORDER
ROLL CALL
CERTIFICATION OF QUORUM**

Bill Dietz, Chair

Pledge of Allegiance – **I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.**

Texas Allegiance – **Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.**

The Board of Directors of Texas State Affordable Housing Corporation will meet to consider and possibly act on the following:

PUBLIC COMMENT

PRESIDENT’S REPORT

David Long, President

Tab A: Homeownership Finance Report
Tab B: Development Finance Report
Tab C: Monthly Financial Reports

ACTION ITEMS IN OPEN MEETING:

- | | |
|-------|---|
| Tab 1 | Presentation, Discussion and Possible Approval of Minutes of the Board Meeting held on April 16, 2024. |
| Tab 2 | Presentation, Discussion and Possible Approval of a Resolution to Approve Certificate of Amendment for the Corporation. |
| Tab 3 | Presentation, Discussion and Possible Approval for Texas State Affordable Housing Corporation to execute a contract with the Texas Department of Transportation to administer grant funding provided by the Texas Department of Transportation to support affordable housing initiatives in communities affected by the Texas Department of Transportation’s North Houston Highway Improvement Project. |
| Tab 4 | Closed Executive Session – Discussion regarding the Evaluation and Annual Performance Review of the President of the Corporation (Personnel Matters – Texas Government Code § 551.074) |
| Tab 5 | Review, Discussion and Possible Approval of the Annual Performance Review of the President of the Corporation and related actions. |

CLOSED MEETING:

Consultation with legal counsel on legal matters – Texas Government Code § 551.071
Deliberation regarding purchase, exchange, lease, or value of real property – Texas Government Code § 551.072
Deliberation regarding prospective gift or donation to the state or Texas State Affordable Housing Corporation – Texas Government Code § 551.073
Personnel Matters – Texas Government Code § 551.074
Implementation of security personnel or devices – Texas Government Code § 551.076
Other matters authorized under the Texas Government Code

ACTION ITEMS IN OPEN MEETING:

Action in Open Meeting on Items Discussed in Closed Executive Session

ANNOUNCEMENTS AND CLOSING COMMENTS

ADJOURN

A Board member of the Corporation may participate in a Board meeting by video conference pursuant to Section 551.127 of the Texas Government Code. A quorum of the Board will meet at the Texas State Affordable Housing Corporation’s headquarters located at 6701 Shirley Avenue., Austin Texas, 78752.

Individuals who require auxiliary aids or services for this meeting should contact Rebecca DeLeon, ADA Responsible Employee, at 512-220-1174 or Relay Texas at 1-800-735-2989 at least two days before the meeting so that the appropriate arrangements can be made.

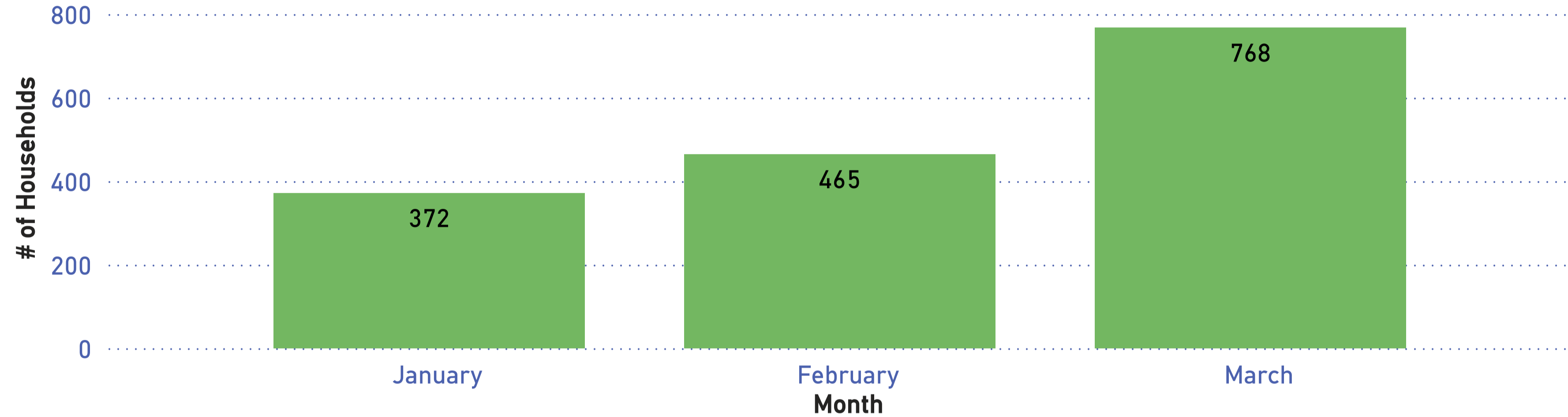
Section 46.035 of the Texas Penal Code prohibits handgun licensees from carrying their handguns at government meetings such as this one. This prohibition applies to both concealed carry and open carry by handgun licensees. Handgun licensees are required by law to refrain from carrying their handguns at this meeting.

Texas State Affordable Housing Corporation reserves the right to recess this meeting (without adjourning) and convene at a later stated time, if and to the extent allowed by law. If Texas State Affordable Housing Corporation adjourns this meeting and reconvenes at a later time, the later meeting will be held in the same location as this meeting. Texas State Affordable Housing Corporation also reserves the right to proceed into a closed meeting during the meeting in accordance with the Open Meetings Act, Chapter 551 of the Texas Government Code. If permitted by the Open Meetings Act, Chapter 551 of the Texas Government Code, any item on this Agenda to be discussed in open meeting may also be discussed by the Board (and any other authorized persons) in closed meeting.

President's Report

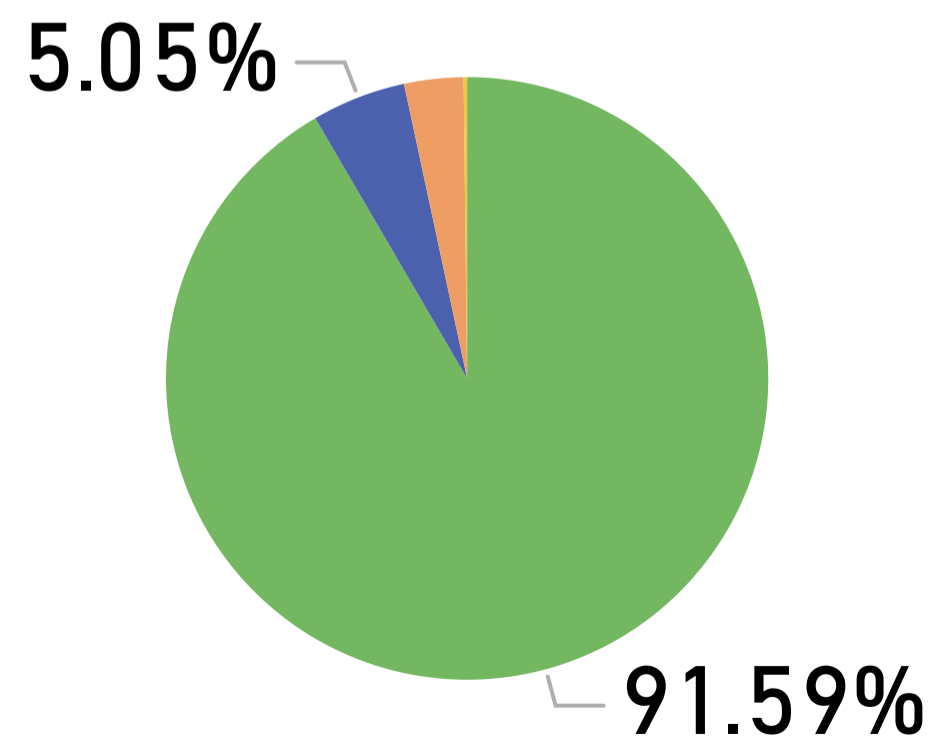
Tab A
Homeownership Finance Report

of Households by Month



Loan Type

- FHA - Purchase
- Conv. - Purch.
- VA - Purchase
- USDA-RHS Purch.



80.92K
Average Annual Income

242K
Average of Loan Amount

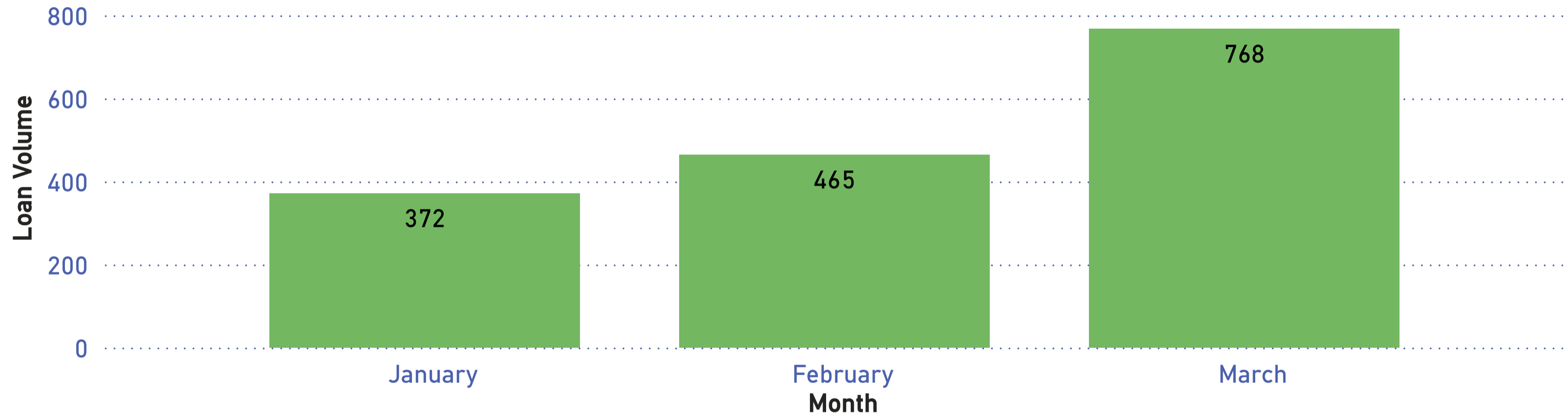
7.40%
Average Interest Rate

694
Average Credit Score

1605
Households Served

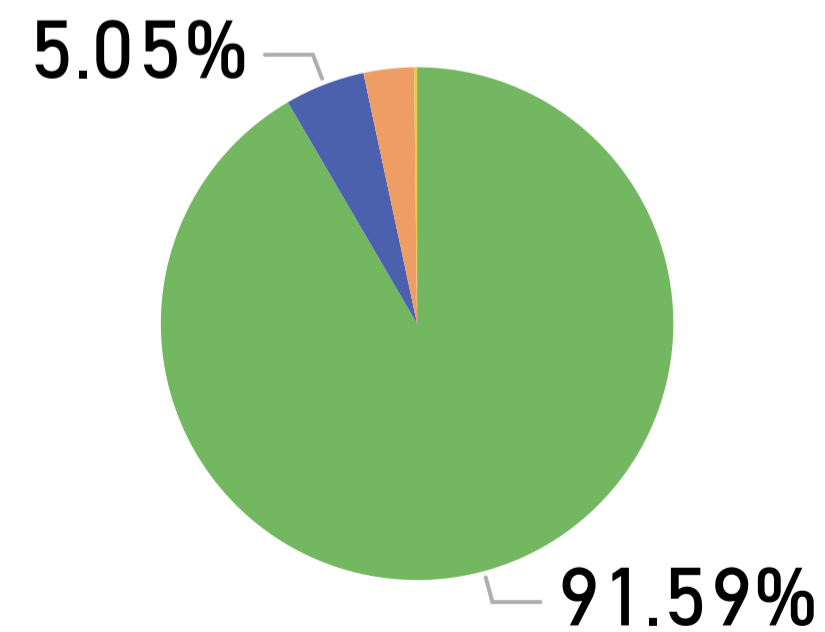
2
Average Household Size

Loan Volume by Month



Loan Type

- FHA - Purch...
- Conv. - Purch.
- VA - Purchase
- USDA-RHS ...



\$8,340.63
Average DPA Awarded

\$13,386,710
Total DPA Awarded

80.92K

Average Annual Income

242K

Average Loan Amount

388M

Total Loan Volume

1602

Households Served

7.40%

Average Interest Rate

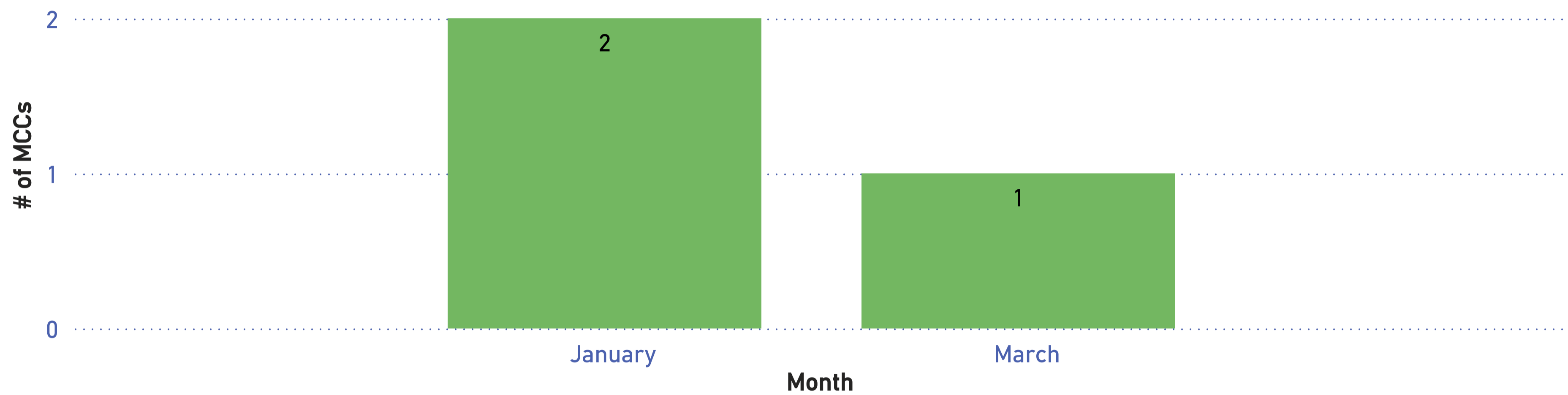
694

Average Credit Score

2

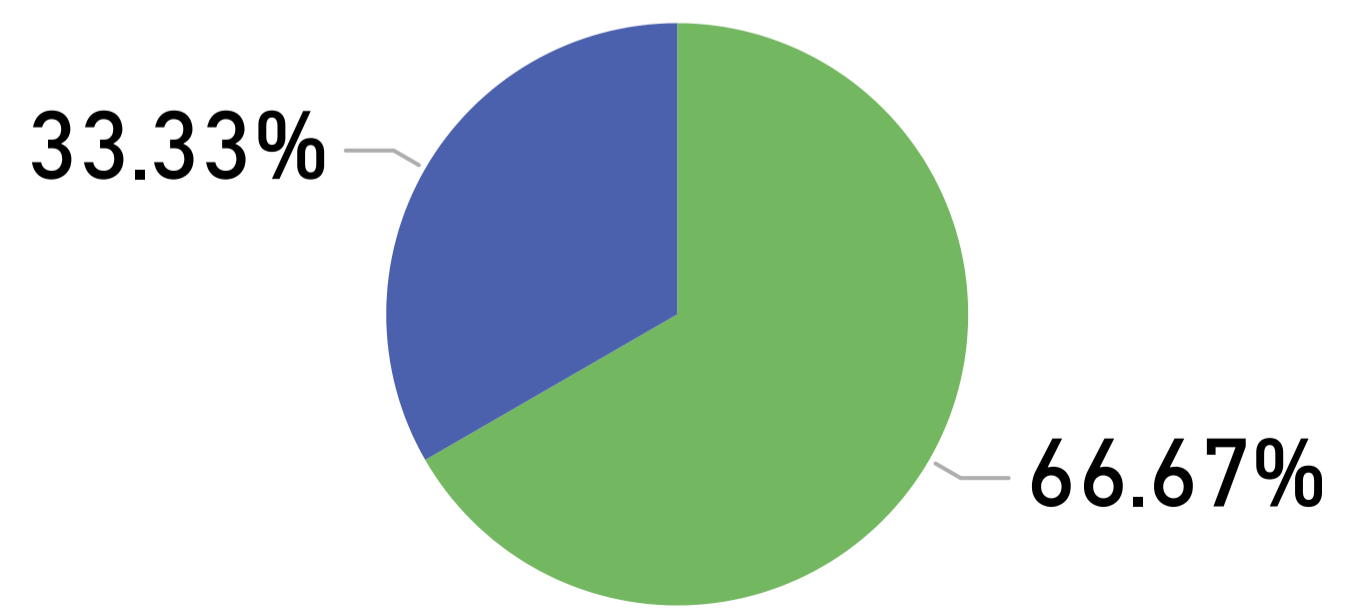
Average Household Size

of MCCs by Month



Loan Type

- FHA - Purchase
- Conv. - Purch.



59.27K

Average Annual Income

277K

Average of Loan Amount

6.94%

Average Interest Rate

679

Average Credit Score

3

Issued MCCs

3

Average Household Size

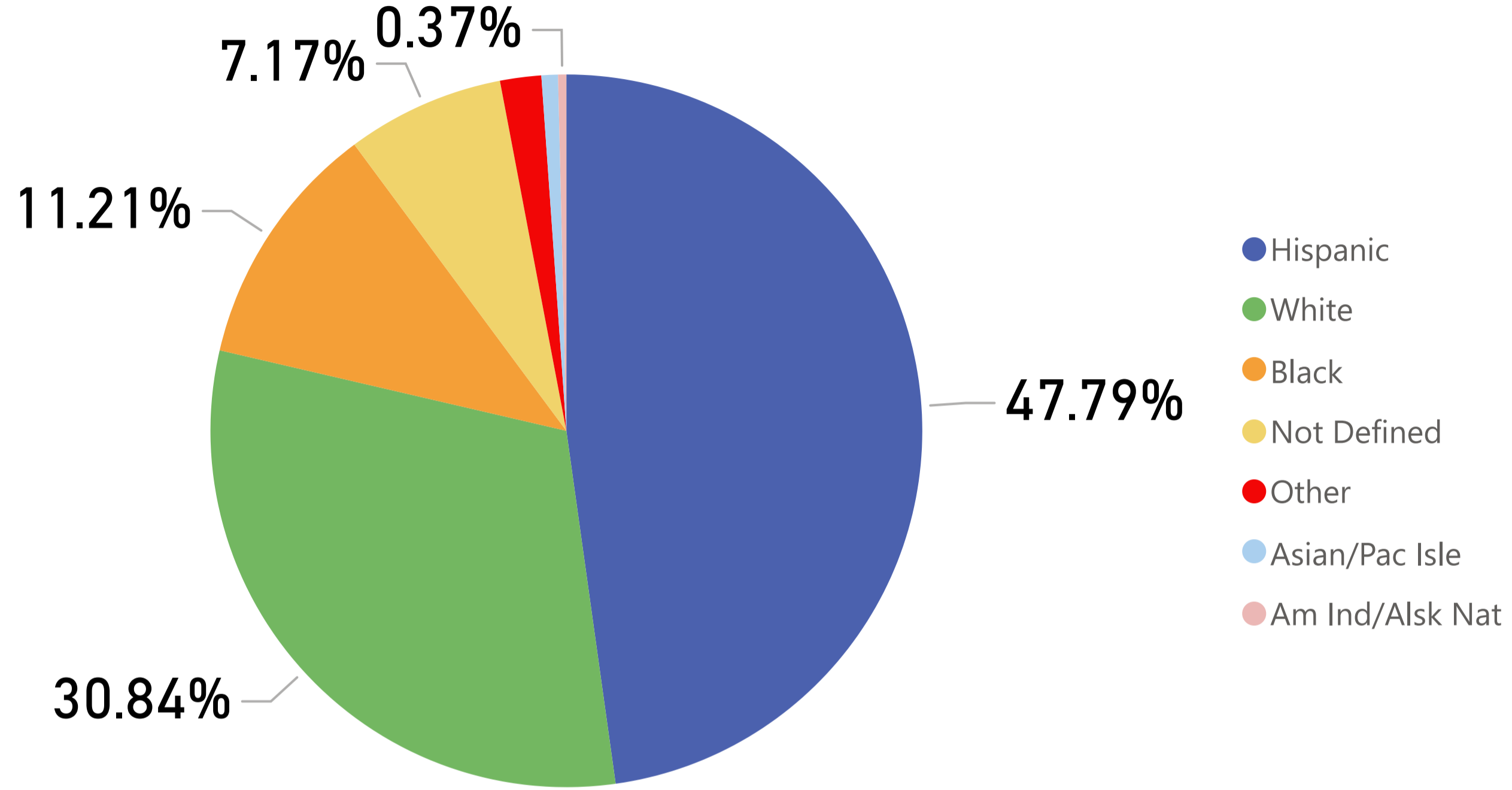
Professions

Occupation % of Total

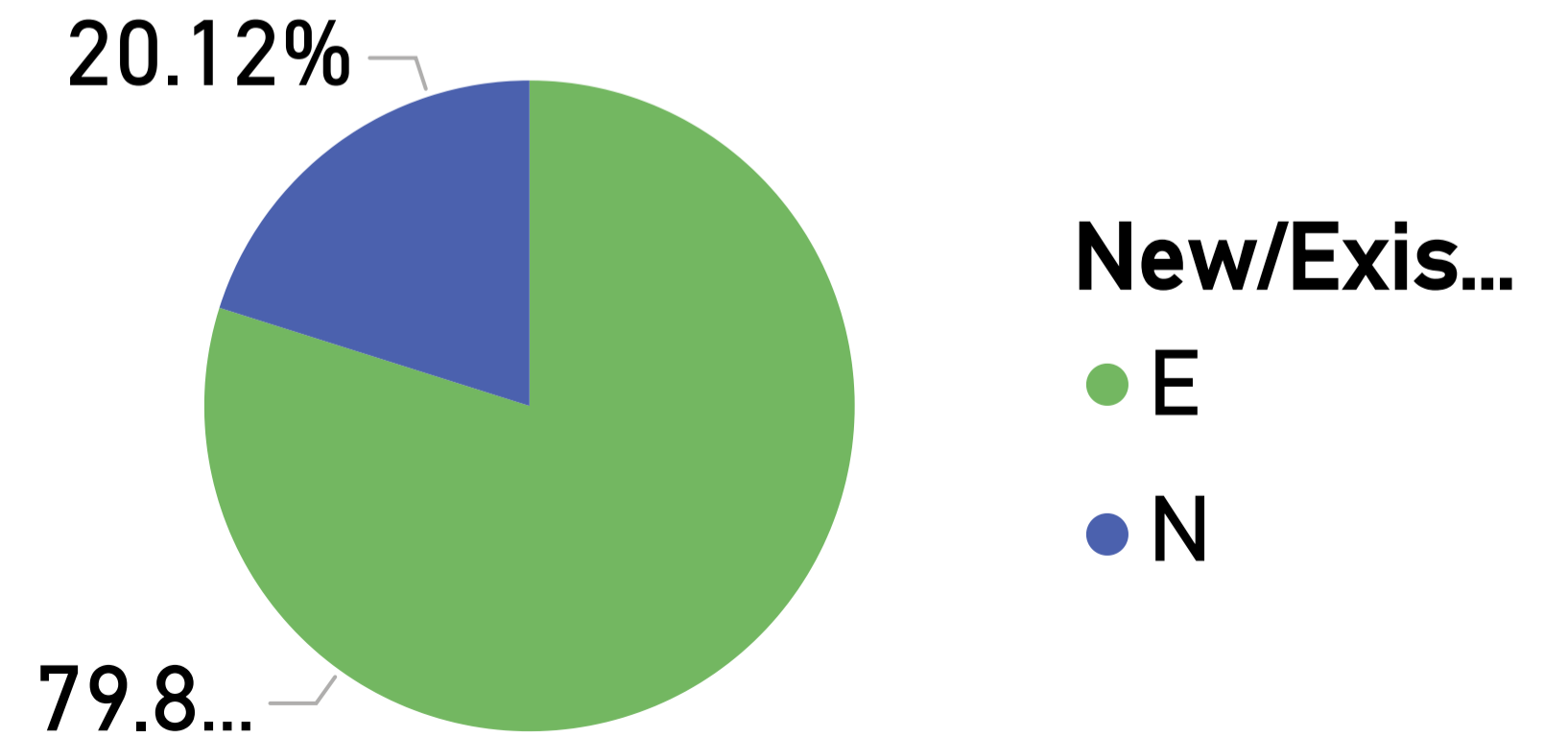
Other	88.85%
Teacher	4.58%
Prof Nurse Fac	1.66%
Veteran	1.12%
Fire Fighter	0.99%
Peace Officer	0.61%
Active Military	0.51%
Allied Hlth Fac	0.42%
Corrections Off	0.39%
Sch Counselor	0.21%
Teacher Aide	0.16%
Public Sec Off	0.14%
EMS Personnel	0.14%
County Jailer	0.11%
Sch Librarian	0.06%
School Nurse	0.05%

Total 100.00%

Household Ethnicity



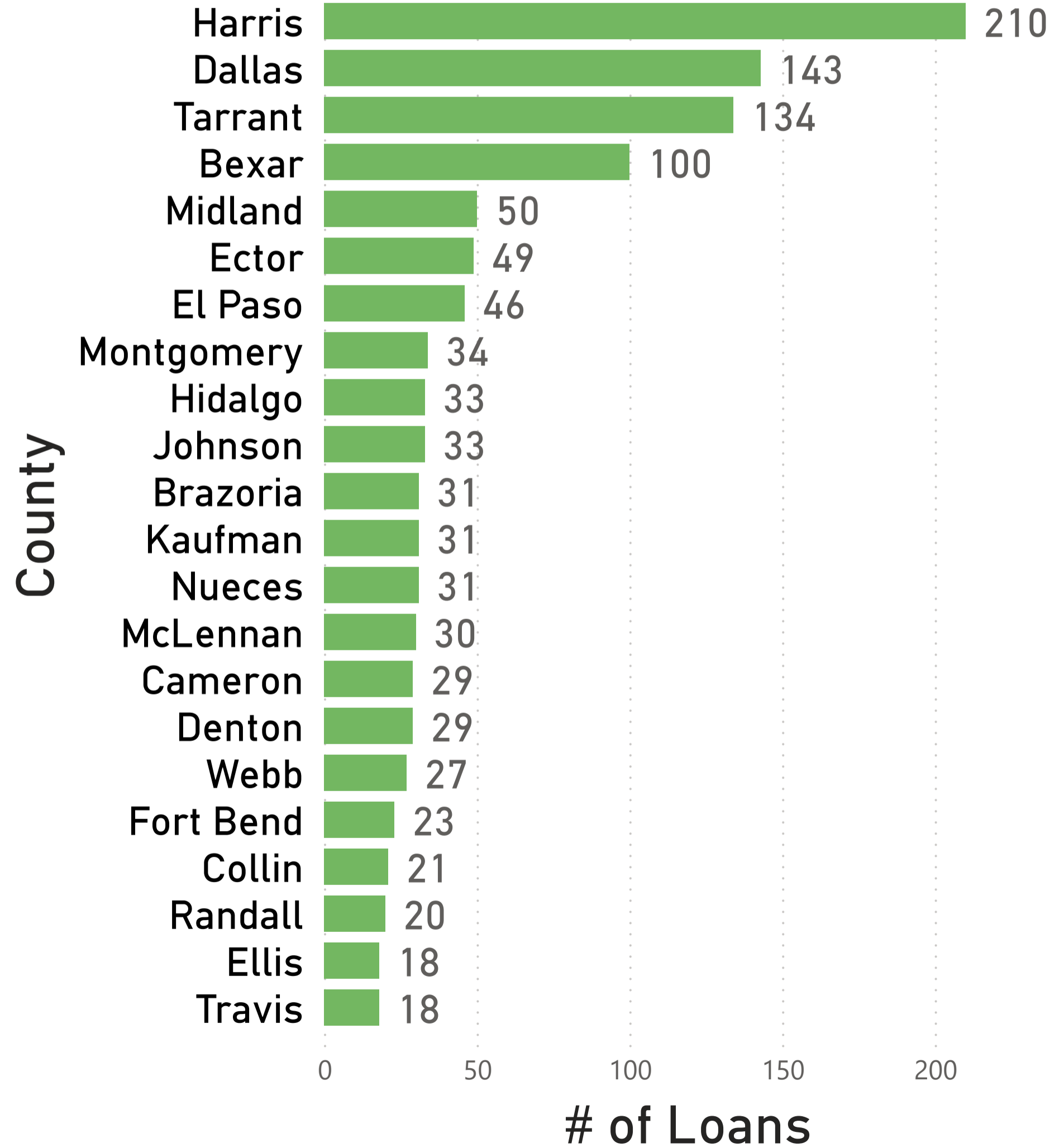
New/Existing Home



Top Lenders

Top Lenders	# of Loans
Everett Financial, dba Supreme Lending	149
Fairway Independent Mortgage Corporation	110
CMG Mortgage, Inc. dba CMG Financial	65
PrimeLending	65
Guaranteed Rate	60
AMERICAN PORTFOLIO MORTGAGE CORP.	52
Crosscountry Mortgage, LLC	52
SFMC, LP dba Service First Mortgage Comp	48
Gateway Mortgage, a division of Gateway	47
Cardinal Financial Company	43
Mortgage Financial Services, LLC	43
Security National Mortgage Company	40
Guild Mortgage Company LLC	37
Highlands Residential Mortgage	36
T2 Financial dba Revolution Mortgage	34
Cornerstone Home Lending	33
Right Start Mortgage, Inc.	33
Waterstone Mortgage Corporation	30
Nations Reliable Lending, LLC	25
All Western Mortgage, Inc.	21
DHI Mortgage Company, Ltd.	21
loanDepot.com LLC	21
Total	1423

Top Originating Counties



Tab B
Development Finance Report

Texas State Affordable Housing Corporation

Development Finance Programs Report
June 2024

Affordable Communities of Texas Program (ACT)

Construction on four condominium units at 631 Carolina Street (San Antonio) is nearing completion, including the pending certificate of occupancy and MLS listing for Unit 1. Bad weather, and setbacks in the approval and concrete pour of the driveways has caused project delays. Staff anticipates the last driveway will be approved for concrete pour in June. Construction and home sales are still on target to be completed by late summer.

Construction on three single-family homes at the Mesquite Wood Subdivision (Harlingen) is complete. Two homes are under contract with June sale dates. Our partner, Harlingen Community Development Corporation (HCDC) is preparing for the next phase of housing construction.

In late May, staff visited the Park on 14th project site (Plano) to monitor construction progress. The apartment complex is approximately 50% complete with framing and sheathing underway. The substantial construction completion date is February 2025.

Lastly, staff is under contract for the acquisition of a single-family home in San Antonio through the National Community Stabilization Trust's (NCST) First Look Program. Staff expects to complete the acquisition in June and will coordinate rehabilitation soon after in preparation for an affordable home sale.

Here is a summary of the past month's portfolio activity:

Program	Portfolio as of May 1, 2024	Transferred	Sold	Portfolio as of June 1, 2024	Current Portfolio Value
ACT Land Bank	65			65	\$2,175,055.60
ACT Joint Venture (MF Unit Count)	587			587	\$3,400,000.00
Totals	652			652	\$5,575,055.60

Our current pipeline report:

- 9 properties listed for sale
- 2 properties under contract to homebuyers
- 6 properties under construction
- 23 properties in predevelopment
- 1 property searching for a Local Partner

Texas Housing Impact Fund (THIF)

In April, TSAHC announced the availability of approximately \$1.2 million in Affordable Housing Partnership (AHP) deferred forgivable loans for developments serving qualified individuals receiving or eligible for Medicaid Long-Term Services and Supports (LTSS) in Bexar, Dallas, Harris, Tarrant and Travis counties. In May, the loan committee recommended four \$300,000 loan awards. The awards will go to projects in Harris (1), Tarrant (2) and Travis (1) counties.

Texas State Affordable Housing Corporation

Development Finance Programs Report June 2024

Staff also completed an assessment of benefits from our lending programs over the past several months. Our research shows that total lending activity, including conduit loans, now exceeds \$38 million, which has produced more than 4,100 units of affordable housing since 2002. TSAHC has utilized more than \$12 million in program related investments from banks and financial institutions that was lent, repaid and re-lent increasing each investment's impact.

Multifamily Bond Program

TSAHC received a new application at the end of May requesting bond volume cap from the \$19.5 million still available in our annual allocation. The application is for a 48-unit project located in San Antonio targeting seniors. Staff is still reviewing the application but hopes to bring an Inducement Resolution to the Board for consideration in July.

Tab C
Monthly Financial Reports

Texas State Affordable Housing Corporation

Statement of Net Position (unaudited)

As of April 30, 2024

Assets

Current assets:

Cash and cash equivalents	\$ 7,928,060
Pooled investments	16,132,330
Restricted assets:	
Cash and cash equivalents	30,882,065
Short-term Investments, at fair market value	33,250,347
Accrued interest	43,820
Investments, at fair value	21,260,984
Accounts receivable and accrued revenue	70,276
Accrued interest receivable	232,177
Loans receivable, current portion	52,361
Notes receivable, current portion	100,100,726
Downpayment assistance, current portion	132,074
Prepaid expenses	306,022

Total current assets 210,391,242

Noncurrent assets:

Loans receivable, net of uncollectible amounts of \$10,183	142,274
Notes receivable, net of allowance for loss \$493,861	153,798,312
Lease Receivable	115,682
Investments, at fair market value	9,017,009
Mortgage servicing rights, net of accumulated amortization of \$2,661,884	66,177
Capital assets, net of accumulated depreciation of \$1,219,658	5,552,399
Owned real estate, net of depreciation of \$2,596,265	20,205,615
Downpayment assistance	3,186,518
Restricted investments held by bond trustee, at fair market value	92,620,594

Total noncurrent assets 284,704,580

Total assets \$ 495,095,822

(continued)

Texas State Affordable Housing Corporation

Statement of Net Position (unaudited)

As of April 30, 2024

Liabilities

Current liabilities:

Accounts payable and accrued expenses	\$	495,351
Notes payable, current portion		750,702
Custodial reserve funds		185,746
Other current liabilities		653,175
Payable from restricted assets held by bond trustee:		
Revenue bonds payable, current portion		375,000
Accrued interest on revenue bonds		574,939

Total current liabilities 3,034,913

Noncurrent liabilities:

Notes payable		702,148
Revenue bonds payable		156,167,647
Unearned revenue		959,579

Total noncurrent liabilities 157,829,374

Total liabilities 160,864,287

Deferred Inflows of Resources

Deferred revenue 361,789

Total deferred inflows of resources 361,789

Net Position

Invested in capital assets		5,552,399
Restricted for:		
Debt service		192,042
Other purposes		2,619,910
Unrestricted		325,505,395

Total net position 333,869,746

Total liabilities and net position \$ 495,095,822

Texas State Affordable Housing Corporation

Statement of Revenues, Expenses and Changes in Net Position (unaudited) For the 8 Months Ending April 30, 2024

Operating Revenues:	
Interest and investment income	\$ 3,912,478
Net increase (decrease) in fair value of investments	(438,101)
Single family income	36,136,179
Asset oversight and compliance fees	243,054
Rental program income	888,548
Multifamily income	412,128
Land bank income	85,151
Public support:	
Federal & state grants	26,756
Contributions	173,738
Other operating revenue	199,920
Total operating revenues	\$ <u>41,639,851</u>
Operating Expenses:	
Interest expense on bonds and notes payable	\$ 2,324,503
Program and loan administration	2,201,965
Texas Foundation Fund & miscellaneous grants	229,973
Salaries, wages and payroll related costs	3,070,581
Professional fees and services	403,254
Depreciation and amortization	53,937,101
Office expense and maintenance	115,604
Travel and meals	84,805
Other operating expenses	592,988
Total operating expenses	<u>62,960,774</u>
Net income/(Net loss)	(21,320,923)
Total net position, beginning	<u>355,190,669</u>
Total net position, ending	\$ <u><u>333,869,746</u></u>

**Texas State Affordable Housing Corporation
Budget Report
April 30, 2024**

	Annual Budget	Actual	Percent of Annual Budget
Revenue			
Single Family Program Revenue	10,472,000	7,250,052	69.23%
Lending Program Revenue	2,762,000	2,006,818	72.66% ①
Multifamily Program Revenue	1,272,000	974,644	76.62%
Rental Program Revenue	1,364,000	1,045,024	76.61%
Federal & State Grants	198,000	46,578	23.52% ②
Grants, Donations & Other Awards	250,000	86,263	34.51%
Land Bank Revenue	4,893,000	218,372	4.46% ③
Servicing Revenue	72,000	37,617	52.25%
Investment Revenue	1,380,000	1,183,975	85.80%
Total Revenue	22,663,000	12,849,343	56.70%
Expenditures			
Texas Housing Impact Fund	9,221,000	3,003,951	32.58%
Affordable Communities of Texas	5,390,000	911,490	16.91%
Other Program Expenditures	553,000	768,235	138.92% ④
Salaries & Payroll Related Expenditures	4,500,000	3,070,581	68.24%
Grants	1,005,000	60,447	6.01% ⑤
Principal & Interest on Notes Payable	213,000	116,611	54.75%
Professional Services	791,000	422,494	53.41%
Marketing	169,000	100,012	59.18%
Insurance	310,000	185,941	59.98%
Travel & Meals	124,000	84,805	68.39%
Furniture, Equipment, & Software	54,000	27,395	50.73%
Building Maintenance	69,000	50,269	72.85%
Professional Dues, Conferences & Training	49,000	33,525	68.42%
Sponsorships	25,000	11,500	46.00%
Communication	21,000	15,336	73.03%
Publications, Subscriptions & Other Office Expen	25,000	20,873	83.49%
Freight, Delivery, Postage	12,000	6,752	56.27%
Printing & Office Supplies	5,000	2,771	55.42%
Total Expenditures	22,536,000	8,892,988	39.46%
Excess Revenues Over Expenditures	127,000	3,956,355	

Average Expected Percent Received/Expended = 66.67%

Texas State Affordable Housing Corporation
Budget Report
April 30, 2024

Explanations:

- ① Lending Program Revenue appears lower than expected in part due to the timing of loan payments from various borrowers at various times throughout the year. Additionally approximately \$550,000 of the revenue projected will not be received in 2024 as the project has been delayed until 2025.
- ② Federal & State Grant Income appears low but the budget includes \$183,000 from the Texas Department of Transportation that is expected to be received later in this fiscal year. We expect this line item to be on target by year end.
- ③ Land Bank income includes \$3 million expected to be received to fund the construction of single family homes at 1910 Martin Luther King Blvd. That project will not begin until later in this fiscal year or in fiscal year 2025.
- ④ Other Program Expenditures has exceeded the budget due to unexpected roof repairs to multiple single family homes caused by hail damage. Additionally we had significant foundation repairs to one single family home.
- ⑤ Expenditures for grants represents the Texas Foundation Fund Grants which will be disbursed in August 2024. This line item will be on target by year end.

Tab 1

Presentation, Discussion and Possible Approval of Minutes of the Board Meeting held on April 16, 2024.

**TEXAS STATE AFFORDABLE HOUSING CORPORATION
BOARD MEETING**

The Governing Board of the Texas State Affordable Housing Corporation (TSAHC)

**April 16, 2024
10:30 a.m.**

Summary of Minutes

Call to Order

Roll Call

Certification of Quorum

The Board Meeting of the Texas State Affordable Housing Corporation (the “Corporation”) was called to order by Bill Dietz, Chairman, at 10:33 a.m., on April 16, 2024, at the offices of Texas State Affordable Housing Corporation, 6701 Shirley Avenue, Austin, TX 78752. Roll Call certified that a quorum was present.

Members Present:

Bill Dietz, Chair
Valerie Cardenas, Vice Chair
Lemuel Williams, Member
David Rassin, Member

Guests Present:

Routt Thornhill, Coats Rose
Gabriel DeOchoa, Governor Liaison

President’s Report

David Long, President

Tab 1 Presentation, Discussion and Possible Approval of Minutes of the Board Meeting held on March 19, 2024.

Mr. Rassin made a motion to approve the minutes of the Board meeting held March 19, 2024. Mr. Williams seconded the motion. Mr. Dietz asked for public comment, and none was given. A vote was taken, and the motion was approved as presented.

See page 13 in the official transcript.

Tab 2 Presentation, discussion and possible approval of a resolution approving a Texas Housing Impact Fund loan to National Church Residences (NCR) or an affiliate, in an amount not to exceed \$760,000 for the refinance of Live Oak Village, a 76-unit multi-family community in Aransas Pass, Texas.

Presented by Cassandra Ramirez, Development Finance Manager

Ms. Cardenas made a motion to approve a resolution approving a Texas Housing Impact Fund loan to National Church Residences (NCR) or an affiliate, in an amount not to exceed \$760,000 for the refinance of Live Oak Village, a 76-unit multi-family community in Aransas Pass, Texas. Mr. Williams seconded the motion. Mr. Dietz asked for public comment, and none was given. A vote was taken, and the motion was approved as presented.

See page 14 in the official transcript.

Tab 3 Presentation, Discussion and Possible Approval of the 2024 Texas Foundations Fund Guidelines.

Presented by Anna Orendain, External Relations Specialist and Michael Wilt, Senior Manager, External Relations

Mr. Williams made a motion to approve the 2024 Texas Foundations Fund Guidelines. Mr. Rassin seconded the motion. Mr. Deitz asked for public comment, and none was given. A vote was taken, and the motion passed unanimously.

See page 18 in the official transcript.

Tab 4 Presentation, Discussion of Texas State Affordable Housing Corporation’s Mission, Vision, and Value Statements.

Presented by David Long, President

Presentation only. No action taken.

See page 20 in the official transcript.

Announcements

Mr. Long and Board Members tentatively scheduled the next Board Meeting for May 21, 2024, at 10:30am.

Adjournment

Mr. Dietz adjourned the meeting at 11:10 am.

Respectfully submitted by _____
Rebecca DeLeon, Corporate Secretary

Tab 2

Presentation, Discussion and Possible Approval of a Resolution to Approve Certificate of Amendment for the Corporation.

CERTIFICATION

THE STATE OF TEXAS §
§
TEXAS STATE AFFORDABLE §
HOUSING CORPORATION §

I, the undersigned officer of the Texas State Affordable Housing Corporation (the “Corporation”), do hereby certify as follows:

1. The Board of Directors of the Corporation (the “Board”) convened on March 19, 2024, at the Corporation’s offices in Austin, Texas, and the roll was called of the duly constituted members of said Board, who are as follows:

<u>Name</u>	<u>Office</u>
William H. Dietz	Chairperson
Valerie Cardenas	Vice Chairperson
Courtney Johnson-Rose	Director
Lemuel Williams	Director
David A. Rassin	Director

2. The officers of the Corporation (who are not Board members) are as follows:

<u>Name</u>	<u>Office</u>
David Long	President
Janie Taylor	Executive Vice President
Melinda Smith	Chief Financial Officer and Treasurer
Rebecca DeLeon	Secretary
Cynthia Gonzales	Assistant Secretary

All Board members were present except _____, thus constituting a quorum. All of the officers of the Corporation were present at the meeting.

3. Whereupon, among other business, the following written resolution (the “Resolution”) bearing the following caption:

“RESOLUTION NO. 24-__

TEXAS STATE AFFORDABLE HOUSING CORPORATION

RESOLUTION TO APPROVE CERTIFICATE OF AMENDMENT FOR THE CORPORATION”

was duly introduced for the consideration of the Board and said caption was read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion and request for comments, said motion prevailed and was carried by the following vote:

___ AYES

___ NOS

___ ABSTENTIONS

4. That a true, full and correct copy of the Resolution adopted at the meeting described in the above is attached to this certificate; that the adoption of the Resolution will be duly recorded in the Board's minutes of the meeting; that the persons named above are the duly chosen, qualified and acting members of the Board and the officers of the Corporation as indicated; that each member of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at said meeting.

SIGNED this 18th day of June, 2024.

Rebecca DeLeon, Secretary
Texas State Affordable Housing Corporation

RESOLUTION NO. 24-__

TEXAS STATE AFFORDABLE HOUSING CORPORATION

RESOLUTION TO APPROVE CERTIFICATE OF AMENDMENT FOR THE CORPORATION

WHEREAS, the Texas State Affordable Housing Corporation (the “Corporation”) has been duly created and organized pursuant to and in accordance with the provisions of Subchapter Y (Section 2306.551 et. seq.) of Chapter 2306, Texas Government Code, as amended, and other applicable provisions of Texas law (collectively, the “Act”); and

WHEREAS, there have been presented to the Corporation and its counsel certain proposed amendments to the Articles of Incorporation of the Corporation, which proposed amendments are attached hereto as Exhibit A and which are incorporated herein by reference;

WHEREAS, the Board of Directors find the proposed amendments to be satisfactory and proper and hereby determine to proceed with the execution of such document and the taking of such other actions as may be necessary and appropriate in connection therewith; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Texas State Affordable Housing Corporation:

Section 1. Approval, Execution and Delivery of Certificate of Amendment. That the proposed Certificate of Amendment for the Corporation as presented to the Board of Directors at the meeting at which this Resolution was considered and attached hereto as Exhibit A is hereby approved and that the proper officers of the Corporation are each hereby authorized and directed to execute such document as necessary to effectuate such approved Certificate of Amendment and to file such document with the Secretary of State of the State of Texas.

Section 2. Execution and Delivery of Other Documents. That the officers of the Corporation are each hereby authorized to consent to, accept, execute and attest such other certificates, documents, instruments, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purpose of this Resolution.

Section 3. Ratification of Prior Actions. All actions taken prior to the date of this Resolution by any officer of the Corporation in the name and on behalf of the Corporation, with respect to any of the matters and transactions described above, are ratified, confirmed and approved by the Board of Directors.

Section 4. Conflicting Prior Actions. Any order, resolution, approval or any action of the Board of Directors in conflict with this Resolution is hereby repealed to the extent of any such conflict.

Section 5. Purposes of Resolution. That the Board of Directors of the Corporation has expressly determined and hereby confirms that the approval of this Resolution accomplishes a valid public purpose of the Corporation.

Section 6. Severability. Any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

[Remainder of Page Intentionally Left Blank]

APPROVED AND EFFECTIVE this 18th day of June, 2024.

TEXAS STATE AFFORDABLE HOUSING
CORPORATION

William H. Dietz, Chairperson

ATTEST:

Rebecca DeLeon, Secretary
Texas State Affordable Housing Corporation

EXHIBIT A

Certificate of Amendment

**AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF THE
TEXAS STATE AFFORDABLE HOUSING CORPORATION**

Pursuant to the provisions of Chapter 22 of the Texas Business Organizations Code (the “TBOC”), the undersigned Texas non-profit corporation adopts the Amended and Restated Certificate of Formation set forth herein, restating the entire Certificate of Formation of the Corporation, as amended and supplemented by all certificates of amendment previously issued by the Secretary of State, and as further amended by this Amended and Restated Certificate of Formation.

1. The following amendments made by this Amended and Restated Certificate of Formation were adopted by resolution of the Board of Directors on ~~May 12, 2021~~ June 18, 2024, by the vote of a majority of the directors in office and effected in conformity with the provisions of the TBOC, there being no members having voting rights:

~~An amendment to ARTICLE NINE deleting the article and substituting in its place a new ARTICLE NINE to set forth the current street address of the Corporation’s registered office;~~

~~An amendment to ARTICLE TEN deleting the article and substituting in its place a new ARTICLE TEN setting forth the positions comprising the Board of Directors of the Corporation and setting forth the address for the Board of Directors.~~

2. This Amended and Restated Certificate of Formation accurately copies the initial Certificate of Formation and all amendments thereto that are in effect to date and as further amended by this Amended and Restated Certificate of Formation and contains no other change in any provision thereof.

3. The Certificate of Formation of the Corporation is amended and restated to read as follows:

ARTICLE ONE

The name of the Corporation is Texas State Affordable Housing Corporation (the “Corporation”).

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

The Corporation is organized and shall be operated and administered for the promotion of public health, safety and welfare as follows:

(a) The public purpose of the Corporation is to perform such activities and services that the Corporation's Board of Directors determines will promote the public health, safety, and welfare through the provision of adequate, safe and sanitary housing primarily for individuals and families of low, very low and extremely low income, and to perform activities and services related to this purpose and for other purposes as set forth in Chapter 2306, Subchapter Y, of the Texas Government Code (the "Government Code").

(b) The Corporation shall also perform such other functions as may be necessary or appropriate to fulfill the purpose of the Corporation.

The broadest discretion is vested in and conferred upon the Board of Directors for the accomplishment of these purposes.

ARTICLE FIVE

The Corporation's powers are as follows:

(a) The Corporation has all of the same powers as provided to the Texas Department of Housing and Community Affairs (the "Department") in the Government Code.

(b) In addition to the powers set forth in subsection (a), the Corporation has all rights and powers necessary to accomplish its public purpose, including all the powers specifically set forth for the Corporation in Chapter 2306, Subchapter Y, of the Government Code.

(c) In exercising the foregoing powers, the Corporation shall not actively compete with private lenders and shall not originate or make a loan that would be made under the same circumstances by a private lender on substantially the same or better terms within the submarket in which the loan is proposed to be made.

(d) The mortgage banking operations shall be dedicated to the furtherance of facilitating affordable housing finance primarily for the benefit of individuals and families of low, very low and extremely low income and for other persons as set forth in Chapter 2306, Subchapter Y, of the Government Code.

(e) The Corporation may contract with the Department and with bond counsel, financial advisors, underwriters, or other providers of professional or consulting services.

(f) The Corporation shall pay its expenses from any available fund without resort to the general revenues of the state, except as specifically appropriated by the legislature.

(g) The Department may not transfer any funds to the Corporation to support the administration of the Corporation or to subsidize its operations in any way. The department shall be fully compensated by the Corporation for any property or employees that are shared by the Corporation and the department, and it is the intent of the legislature that no employees be shared beyond the time at which such sharing is absolutely necessary. This subsection does not prohibit the Corporation from receiving grants, loans, or other program funds of a kind that are available to other nonprofit corporations, or from using that portion of the program funds that are allowed for administration of the program for administrative purposes.

(h) Transfers of property from the Department to the Corporation shall be fully compensated.

ARTICLE SIX

The Corporation has no members and no stock.

ARTICLE SEVEN

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Certificate of Formation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this Certificate of Formation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE EIGHT

All matters pertaining to the internal affairs of the Corporation shall be governed by the bylaws of the Corporation provided that such bylaws shall be consistent with this Certificate of Formation, applicable law, and any resolutions of the Board of Directors of the Corporation. Such bylaws and any amendments thereto shall be adopted by a majority vote of the Board of Directors.

ARTICLE NINE

The street address of the Corporation's registered office is 6701 Shirley Avenue, Austin, Texas 78752, and the name of its registered agent at such address is David Long.

ARTICLE TEN

The Board of Directors shall consist of five directors appointed by the Governor, as set out in Government Code Section 2306.554. The current Board of Directors is comprised of a Chair, a Vice Chair, and three directors.:

William Dietz, Chair
Valerie Cardenas, Vice Chair
~~Andy Williams, Director~~David Rassin, Director
Courtney Johnson Rose, Director
Lemuel Williams, Director

The address of each member of each of the Board of Directors is 6701 Shirley Avenue, Austin, Texas 78752. Appointments to the Board of Directors of the corporation shall be made without regard to the race, color, disability, sex, religion, age, or national origin of the appointees.

ARTICLE ELEVEN

This Certificate of Formation may at any time and from time to time be amended in the manner provided in TBOC by affirmative vote of the Board of Directors.

ARTICLE TWELVE

The Corporation's assets are dedicated to the public purposes described in this Certificate of Formation and upon the dissolution of the Corporation, its remaining assets shall be transferred to the Texas Department of Housing and Community Affairs as directed by Section 2306.558(c) of the Texas Government Code. If named beneficiary is not qualified, or not in existence, or unwilling or unable to accept the assets, then assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the State Texas for a public purpose.

ARTICLE THIRTEEN

Directors and officers of the Corporation shall be indemnified by the Corporation to the maximum extent permitted pursuant to the TBOC, as it may be amended from time to time, or any other appropriate law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation or to another organization or enterprise at the Corporation's request. The liability of the directors, officers and employees of the Corporation is limited by Section 2306.561 of the Texas Government Code. Neither the amendment nor repeal of this ARTICLE THIRTEEN shall affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification. The indemnification provided by this ARTICLE THIRTEEN shall not be deemed exclusive of any other rights to which a director or officer or former director or officer may be entitled under any bylaw, agreement, insurance policy or otherwise.

ARTICLE FOURTEEN

The Corporation shall be governed by and in accordance with the provisions of the TBOC except as specifically provided otherwise under Chapter 2306, Subchapter Y of the Government Code.

EXECUTED this _____ day of _____, 2024.

TEXAS STATE AFFORDABLE HOUSING
Corporation

By: _____

Name: _____

Title: _____

Form 424—General Information (Certificate of Amendment)

The attached form is drafted to meet minimal statutory filing requirements pursuant to the relevant code provisions. This form and the information provided are not substitutes for the advice and services of an attorney and tax specialist.

Commentary

Sections 3.051 to 3.056 of the Texas Business Organizations Code (BOC) govern amendments to the certificate of formation of a Texas filing entity. A filing entity may amend its certificate of formation at any time and in as many respects as may be desired, *as long as the certificate as amended contains only such provisions as could have been included in the original certificate of formation*. Amendments may be adopted to change the language of an existing provision, to add a new provision, or to delete an existing provision. If extensive amendments are proposed, the entity should consider filing a restated certificate of formation pursuant to section 3.059 of the BOC (Form 414).

Procedural Information by Entity Type

Please note that a document on file with the secretary of state is a public record that is subject to public access and disclosure. Do not include confidential information, such as social security numbers. If amending information relating to directors or governing persons, use a business or post office box address rather than a residence address if privacy concerns are an issue.

For-profit or Professional Corporation

Sections 21.052 to 21.055 of the BOC set forth the procedures for amending the certificate of formation for a for-profit corporation or professional corporation. The board of directors adopts a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the shareholders. Written or printed notice setting forth the proposed amendment is given to each shareholder of record entitled to vote not later than the 10th day and not earlier than the 60th day before the date of the meeting, either personally, by electronic transmission, or by mail (BOC § 21.353). (Please refer to chapters 6 and 21 of the BOC for further information.)

Pursuant to section 21.364 of the BOC, the proposed amendment is adopted on receiving the affirmative vote of two-thirds of the outstanding shares entitled to vote. If any class or series of shares is entitled to vote as a class, the amendment must also receive the affirmative vote of two-thirds of the shares within each class or series that is entitled to vote as a class. Any number of amendments may be submitted to the shareholders and voted on at one meeting. Alternatively, amendments may be adopted by unanimous written consent of the shareholders.

If no shares have been issued, the amendment is adopted by a resolution of the board of directors and the provisions for adoption by shareholders do not apply.

An officer must sign the certificate of amendment. If no shares have been issued and the amendment was adopted by the board of directors, a majority of the directors may sign the certificate of amendment.

Professional Association

The provisions of chapters 20 and 21 of the BOC apply to a professional association, unless there is a conflict with a specific provision in title 7. A professional association may amend its certificate of formation by following the procedures set forth in its certificate of formation. If the certificate of

formation does not provide a procedure for amending the certificate, the certificate of formation is amended by a two-thirds vote of its members.

An officer must sign the certificate of amendment.

Nonprofit Corporation

Sections 22.105 to 22.108 of the BOC set forth the procedures for amending the certificate of formation for a nonprofit corporation. If the corporation has members with voting rights, the board of directors adopts a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be either an annual or special meeting. The proposed amendment is adopted on receiving two-thirds of the votes that members present, in person or by proxy, were entitled to cast (BOC § 22.164). Any number of amendments may be submitted to the members and voted on at one meeting. Alternatively, the amendment may be adopted without a meeting if a written consent, setting forth the action to be taken, is signed by all the members entitled to vote. (Please refer to chapters 6 and 22 of the BOC for further information.)

If the corporation has no members or no members with voting rights, the amendment is adopted by a majority vote of the board of directors.

An officer of the nonprofit corporation must sign the certificate of amendment.

A nonprofit corporation formed for a special purpose under a statute or code other than the BOC may be required to meet other requirements for a certificate of amendment than those imposed by the BOC. This form may not comply with the requirements imposed under the special statute or code governing the special purpose corporation. Please refer to the statute or code governing the special purpose corporation for specific filing requirements for a certificate of amendment.

Cooperative Association

Section 251.052 of the BOC sets forth the procedure for amending the certificate of formation of a cooperative association. The board of directors may propose an amendment to the certificate of formation by a two-thirds vote of the board members. Notice of the meeting to consider the proposed amendment must be provided to the members no later than the 31st day before the date of the meeting. To be approved, the amendment must be adopted by the affirmative vote of two-thirds of the members voting on the amendment. The cooperative association must file the certificate of amendment with the secretary of state within thirty (30) days after its adoption by the members.

An officer of the cooperative association must sign the certificate of amendment.

Limited Liability Company or Professional Limited Liability Company

Chapter 101 of the BOC governs limited liability companies. Pursuant to section 101.356(d), an amendment to the certificate of formation must be approved by the affirmative vote of all of the company's members. If the company has managers, but has yet to admit its initial member, the amendment would be approved by the affirmative vote of the majority of all the company's managers as permitted by section 101.356(e).

If the limited liability company has managers, an authorized manager must sign the certificate of amendment. If the company does not have managers and is managed by its members, an authorized managing-member must sign the certificate of amendment.

Limited Partnership

Chapter 153 of the BOC governs limited partnerships. A certificate of limited partnership may be amended at any time for any proper purpose determined by the general partners. However, section 153.051 *requires* a certificate of amendment when there is:

- (1) a change of name of the partnership;
- (2) an admission of a new general partner; or
- (3) a withdrawal of a general partner.

Section 153.051 of the BOC also requires that a limited partnership amend its certificate of formation when there is a change of address for the registered office or a change of name or address of the registered agent of the partnership. However, rather than filing an amendment, the partnership may file a statement of change pursuant to section 5.202 of the BOC to effect a change to its registered agent or registered office.

Pursuant to section 153.553, at least one general partner must sign the certificate of amendment. In addition, each general partner designated as a new general partner also must sign the certificate of amendment. A withdrawing general partner need not sign the certificate of amendment. The execution of a certificate by a general partner is an oath or affirmation, under a penalty of perjury, that to the best of the executing party's knowledge and belief, the facts contained in the certificate are true and correct (BOC §153.553(c)).

Instructions for Form

- **Entity Information:** The certificate of amendment must contain the legal name of the entity and identify the type of filing entity. *If the amendment changes the name of the entity, the name as it currently appears on the records of the secretary of state should be stated.* It is recommended that the date of formation and file number assigned by the secretary of state be provided to facilitate processing of the document.
- **Amendments: 1. Amended Name.** This form is designed to provide a standardized amendment form to effect a change of name for the filing entity. If the legal name of the entity is to be changed, state the new name of the entity in section 1. Please note that the legal name of the entity must include an appropriate organizational designation for the entity type.

The new entity name will be checked for availability on submission of the certificate of amendment. Under section 5.053 of the BOC, if the new name of the entity is the same as, deceptively similar to, or similar to the name of an existing domestic or foreign filing entity, or any name reservation or name registration filed with the secretary of state, the document cannot be filed. The administrative rules adopted for determining entity name availability (Texas Administrative Code, title 1, part 4, chapter 79, subchapter C) may be viewed at www.sos.state.tx.us/tac/index.shtml. If you wish the secretary of state to provide a preliminary determination on name availability, you may call (512) 463-5555, dial 7-1-1 for relay services, or e-mail your name inquiry to corpinfo@sos.state.tx.us. A final determination cannot be made until the document is received and processed by the secretary of state. Do not make financial expenditures or execute documents based on a preliminary clearance. Also note that the preclearance of a name or the issuance of a certificate under a name does not authorize the use of a name in violation of another person's rights to the name.

- **Amendments: 2. Changes to Registered Agent and/or Registered Office.** It is not necessary to file a certificate of amendment if the entity seeks only to change its registered agent or its registered office. A filing entity may file a statement of change of registered agent/registered office pursuant to section 5.202 of the BOC.

However, if the entity is changing its name or making other changes to its certificate of formation, any changes to the registered agent or registered office may be included in a certificate of amendment. Section 2 can be completed to effect a change to the registered agent or registered office address. The registered agent can be either (option A) a domestic entity or a foreign entity that is registered to do business in Texas or (option B) an individual resident of the state. The filing entity cannot act as its own registered agent.

Consent: Effective January 1, 2010, a person designated as the registered agent of an entity must have consented, either in a written or electronic form, to serve as the registered agent of the entity. Although the consent of the person designated as registered agent is required, a copy of the written or electronic consent need not be submitted with a certificate of correction that corrects the name of the registered agent. *The liabilities and penalties imposed by sections 4.007 and 4.008 of the BOC apply with respect to a false statement in a filing instrument that names a person as the registered agent of an entity without that person's consent.* (BOC § 5.207)

Amendment to Registered Office: The registered office address must be located at a street address where service of process may be personally served on the entity's registered agent during normal business hours. Although the registered office is not required to be the entity's principal place of business, the registered office may not be solely a mailbox service or telephone answering service (BOC § 5.201).

- **Amendments: 3. Other Provisions to be Added, Altered, or Deleted.** Section 3 of this form contains three text areas that may be used to make alterations or changes to other provisions in the certificate of formation or to identify those provisions to be deleted. If the space provided in a text area is insufficient, include the provisions as an attachment to this form.

➤ **Add:** If the amendment is an addition to the certificate of formation, check the "Add" statement and provide an identification or reference for the added provision and the full text of each provision added in the text area.

➤ **Alter:** If the amendment alters or changes an existing article or provision in the certificate of formation, check the "Alter" statement and provide an identification of the article number or description of the altered provision and the text of the article or provision as it is amended to read in the text area.

➤ **Delete:** If the amendment deletes an existing article or provision in its entirety, check the "Delete" statement and provide a reference to the article number or provision being deleted in the text area.

- **Statement of Approval:** As required by section 3.053 of the BOC, the form includes a statement regarding the approval of the amendment. In general, amendments are adopted and approved in the manner set forth in the title of the BOC governing the entity. General procedural information relevant to each filing entity that may use this form precedes the instructions for completing the form.

- **Effectiveness of Filing:** A certificate of amendment becomes effective when filed by the secretary of state (option A). However, pursuant to sections 4.052 and 4.053 of the BOC the effectiveness of the instrument may be delayed to a date not more than ninety (90) days from the date the instrument is signed (option B). The effectiveness of the instrument also may be delayed on the occurrence of a future event or fact, other than the passage of time (option C). If option C is selected, you must state the manner in which the event or fact will cause the instrument to take effect and the date of the 90th day after the date the instrument is signed. In order for the certificate to take effect under option C, the entity must, within ninety (90) days of the filing of the certificate, file a statement with the secretary of state regarding the event or fact pursuant to section 4.055 of the BOC.

On the filing of a document with a delayed effective date or condition, the computer records of the secretary of state will be changed to show the filing of the document, the date of the filing, and the future date on which the document will be effective or evidence that the effectiveness was conditioned on the occurrence of a future event or fact.

- **Execution:** Pursuant to section 4.001 of the BOC, the certificate of amendment must be signed by a person authorized by the BOC to act on behalf of the entity in regard to the filing instrument. Please refer to the procedural information relating to the specific entity type for further information on execution requirements. Generally, a governing person or managerial official of the entity signs a filing instrument.

The certificate of amendment need not be notarized. However, before signing, please read the statements on this form carefully. The designation or appointment of a person as the registered agent by a managerial official is an affirmation by that official that the person named in the instrument has consented to serve as registered agent. (BOC § 5.2011, effective January 1, 2010)

A person commits an offense under section 4.008 of the BOC if the person signs or directs the filing of a filing instrument the person knows is materially false with the intent that the instrument be delivered to the secretary of state for filing. The offense is a Class A misdemeanor unless the person's intent is to harm or defraud another, in which case the offense is a state jail felony.

- **Payment and Delivery Instructions:** The filing fee for a certificate of amendment is **\$150**, unless the filing entity is a nonprofit corporation or a cooperative association. The filing fee for a certificate of amendment for a nonprofit corporation or a cooperative association is **\$25**. Fees may be paid by personal checks, money orders, LegalEase debit cards, or American Express, Discover, MasterCard, and Visa credit cards. Checks or money orders must be payable through a U.S. bank or financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized convenience fee of 2.7 percent of the total fees.

Submit the completed form in duplicate along with the filing fee. The form may be mailed to P.O. Box 13697, Austin, Texas 78711-3697; faxed to (512) 463-5709; or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. If a document is transmitted by fax, credit card information must accompany the transmission (Form 807). On filing the document, the secretary of state will return the appropriate evidence of filing to the submitter together with a file-stamped copy of the document, if a duplicate copy was provided as instructed.

Revised 05/11

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

TEXAS STATE AFFORDABLE HOUSING CORPORATION

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 131066401

The date of formation of the entity is: May 6, 1994

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	TX	<i>State Zip Code</i>
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3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article Ten is hereby amended to read as follows:

"The Board of Directors shall consist of five directors appointed by the Governor, as set out in Government Code Section 2306.554. The current Board of Directors is comprised of a Chair, a Vice Chair, and three directors:

William Dietz, Chair
Valerie Cardenas, Vice Chair
Courtney Johnson Rose, Director
Lemuel Williams, Director
David A. Rassin, Director

The address of each director of the Board of Directors is 6701 Shirley Avenue, Austin, Texas 78752. Appointments to the Board of Directors of the Corporation shall be made without regard to the race, color, disability, sex, religion, age, or national origin of the appointees."

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: June 18, 2024

By: _____

Signature of authorized person

David Long, President

Printed or typed name of authorized person (see instructions)

Tab 3

Presentation, Discussion and Possible Approval for Texas State Affordable Housing Corporation to execute a contract with the Texas Department of Transportation to administer grant funding provided by the Texas Department of Transportation to support affordable housing initiatives in communities affected by the Texas Department of Transportation's North Houston Highway Improvement Project.

Interagency Contract Contract Services Transmittal Form

District/Division & Number	District/Division Contact	Contact Phone #
Other Agency or University	Maximum Amount Payable	

Purpose of Contract

<p>Does this contract involve Information Resource Technologies (IRT)?</p> <p>If yes, give the date IRT identified and entered into the Biennial Operation Plan. Date:</p>
<p>Are any federal funds used in this contract?</p> <p>If yes, what kind of Federal Funds?</p>
<p>Is training identified in the Scope?</p> <p>If yes, was it coordinated w/HRD?</p>
<p>Will the non-TxDOT party undertake any out-of-state travel?</p> <p>If yes, was it approved by the D/D Director?</p>
<p>Was the standard IAC or amendment format modified?</p> <p>If modified, insert the date of Contract Services approval Date:</p>
<p>Modifications made are as follows:</p>
<p>Notes:</p>

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the State agencies shown below as Contracting Parties under the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency, or Texas Department of Transportation (TxDOT)

The Performing Agency, or Texas State Affordable Housing Corporation (TSAHC)

II. STATEMENT OF SERVICES TO BE PERFORMED: The Performing Agency will undertake and carry out services described in **Attachment A**, Scope of Services.

III. BACKGROUND: This contract, or agreement, is for Phase 1 (development of a Revitalization Plan, as defined in Attachment A, Scope of Services) of a two-phase project. Phase 2 (implementation of that Revitalization Plan) will be initiated under subsequent amendment to this agreement or other contracting agreement, as agreed upon by the parties. Unless approved in writing by both parties, the total amount of Phase 2 of this contract shall not exceed 29.50 Million Dollars and shall conform to the provisions of the Budget For Phase 2, which will be developed during Phase 1. The Parties may agree, in writing, that the Phase 1 budget may be increased; should the Phase 1 budget be increased, the Phase 2 budget will be decreased proportionately so that there will be no net change to the total budget for the two phases. Any unused portion of the budget from Phase 1 will rollover to be used during Phase 2. TSAHC may not bill for any expenses incurred prior to contract execution.

IV. CONTRACT PAYMENT: The total amount of both phases of this project shall not exceed **\$30 Million Dollars**. Unless approved in writing by both parties, the total amount of Phase 1 of this contract shall not exceed **\$500,000 Dollars** and shall conform to the provisions of **Attachment B**. Payments for Phase 1 shall be billed quarterly.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties (the "Effective Date") and terminates five (5) years from execution. This contract may be extended by written agreement of both parties. The obligations of the parties to this contract shall be suspended during any period that the North Houston Highway Improvement Project (NHHIP) is suspended due to litigation or an administrative action, or the actions of any federal or state agency. If the NHHIP is terminated, this contract will cease to be effective.

VI. THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

VI. LEGAL AUTHORITY:

The Receiving Agency further certifies that it has the authority to request the above services by authority granted in Transportation Code § 201.617(a)(1) and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

The Performing Agency further certifies that it has the authority to perform the services by authority granted in Government Code § 2306.555(b)(9).

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, and **Attachment C**, General Terms and Conditions. **Exhibit 1**, Request for Proposal, is included to provide context for the work being performed.

(SIGNATURE PAGE FOLLOWS)

THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this contract.

THE RECEIVING AGENCY
Texas Department of Transportation

By:

AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

DATE

THE PERFORMING AGENCY
Texas State Affordable Housing Corporation

By:

AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

DATE

ATTACHMENT A
Interagency Cooperation Contract
Scope of Services

1. Purpose

The Texas Department of Transportation (TxDOT) has proposed to construct the highway project known as the North Houston Highway Improvement Project (NHHIP) in Houston, Texas. TxDOT is required to comply with Title VI of the Civil Rights Act of 1964 ("Title VI"), which states that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. § 2000d.

This Interagency Cooperation Contract establishes the NHHIP Affordable Housing Revitalization Program, a formal structure for collaboration between TxDOT and the Texas State Affordable Housing Corporation (TSAHC). TxDOT will mitigate effects on affordable housing and comply with Title VI by providing financial assistance, administered by TSAHC, to support specific affordable housing initiatives. Under this agreement, TSAHC will use its experience and expertise in the field of affordable housing to implement revitalization measures as environmental mitigation on behalf of TxDOT for the neighborhoods affected by the NHHIP. The eligible initiatives include construction of affordable single-family or multi-family housing, and support of programs that provide assistance and outreach related to affordable housing.

This contract will be implemented in two phases. In Phase 1 (Development of Revitalization Plan), TSAHC will create a Revitalization Plan that will address the issue of affordable housing in neighborhoods along the NHHIP. In Phase 2, TSAHC will implement the Revitalization Plan.

2. Definitions

Administrative Funds – Funds used for personnel, equipment, and other costs not spent directly on revitalization but which are necessary for the implementation of the Revitalization Plan.

Affected Neighborhoods – Independence Heights, Near Northside, Greater Fifth Ward, and Greater Third Ward.

Revitalization Funds – Any funds spent directly on affordable housing revitalization efforts in the Affected Neighborhoods.

3. TSAHC Responsibilities

a. **Phase 1: The Revitalization Plan:** The overall aim of the Revitalization Plan is to address the issue of affordable housing in the Affected Neighborhoods. TSAHC shall use its expertise in affordable housing and that of TSAHC's consultant(s) subcontracted under the Request for Proposal attached hereto as Exhibit 1, as well as input from local stakeholders, to develop the Revitalization Plan. TSAHC shall also consult with TxDOT to develop the Revitalization Plan.

i. Phase 1 shall be funded with Administrative Funds, on a reimbursement basis. No Revitalization Funds shall be used during Phase 1. Unless agreed upon in writing by both parties, the total funding available for Phase I is \$500,000, and any unused Administrative Funds may be made available to support administrative costs incurred in Phase II.

ii. The Revitalization Plan shall include, but is not limited to, the following items:

1. *Phase 2 Budget*

- a. The total Administrative Funds available for Phase II is \$1 million, plus any funding not utilized in Phase I. Total administrative costs for both Phase I and Phase II may not exceed \$1.5 million.
 - b. Payments for Phase 2 shall be billed quarterly.
2. Definitions;
3. *Public Input Documentation*
- a. For each stakeholder and/or community group that takes part in discussions with TSAHC regarding the Revitalization Plan, a brief description of the group, as well as the group's interest in the NHHIP;
 - b. Description of how TSAHC reached out to stakeholder and/or community groups;
 - c. Notes from stakeholder and community group meetings, including meeting minutes as well as any other, less formal documentation of community input;
4. Description of the revitalization method proposed in the Revitalization Plan, with a detailed explanation of how the method selected reflects stakeholder and community group input;
5. *Project Oversight and Reporting Requirements;*
- a. *Annual Reports by TSAHC.* TSAHC shall submit one completed progress report annually, describing the work and progress made to carry out the action items it is responsible for under the contract. TSAHC must complete the report in its entirety with the most accurate information available at the time of reporting. The information required in the Annual Report will be determined by the revitalization method proposed in the Revitalization Plan.
 - b. *Quarterly check-in call.* TSAHC shall schedule one virtual meeting per quarter with TxDOT to provide informal updates on the progress of the work.
6. *Revitalization Method-Specific Requirements*
- a. Performance Measures: The performance measures will be determined by the specific revitalization method or methods proposed in the Revitalization Plan;
 - b. Funding Requirements: How the funds will be released will be determined by the specific revitalization method or methods proposed in the Revitalization Plan;
 - c. Funding Allocations: Based on the current project impacts as identified in the Record of Decision, the funds are expected to be allocated to affected Neighborhoods in the following amounts:
 - i. Independence Heights: 37%
 - ii. Fifth Ward: 20%
 - iii. Near Northside: 29%
 - iv. Third Ward: 14%

Should the number of homes impacted change based on TxDOT's commitment to evaluate measures to reduce the proposed right of way in response to agreements with Federal Highway Administration, the City of Houston, and Harris County, the percentages listed above may be adjusted to reflect the net result of these changes. TxDOT will inform TSAHC of any changes to these percentages within a reasonable amount of time to allow TSAHC to complete its responsibilities under Phase 1. Changes to the percentage allocations will not reduce the amount of funds committed to Phase 2.

- d. Stage Gates for release of Revitalization Funds: The timing and nature of the stage gates will be determined by the specific revitalization method or methods proposed in the Revitalization Plan. All efforts will be made to ensure this consideration does not delay development of the Revitalization Plan.
 - e. Resolution for Nonperformance: In the event that the Performance Measures set out under clause 3.a.ii.6.a, above, are not met, the parties will attempt to resolve the dispute under Article 8 of the General Terms and Conditions of this contract. If the parties are unable to resolve the dispute under Article 8, either party may seek remedies under Article 10 of the General Terms and Conditions of this contract.
- iii. TSAHC shall provide the Revitalization Plan to TxDOT no later than one year from the Effective Date of this contract. This date may be extended by written agreement of the parties.

4. **TxDOT Responsibilities**

a. **TxDOT Approval of Revitalization Plan**

- i. TxDOT approval of the Revitalization Plan must be obtained in writing before any additional actions may be taken.
 - 1. The Revitalization Plan must contain every item detailed in Section 3.a.ii., above. If TxDOT finds that the Revitalization Plan does not meet these requirements, TxDOT may, at its sole discretion, reject the Revitalization Plan.
 - 2. Once the Revitalization Plan is incorporated into this contract or a new contract is created, the parties anticipate amending the current agreement or executing an additional document to implement Phase 2. TSAHC shall not proceed with any work or incur any costs on Phase 2 until TxDOT issues a Notice to Proceed to TSAHC authorizing work to begin. TxDOT shall not be liable for any costs incurred on Phase 2 absent a signed contract and a Notice to Proceed covering Phase 2.

b. **Funding**

- i. Phase 1: Provide TSAHC Administrative Funds on a reimbursement basis to develop the Revitalization Plan.
 - ii. Phase 2: provide TSAHC Administrative Funds on a reimbursement basis and Revitalization Funds on an advanced funding basis in accordance with the Revitalization Plan and Phase 2 Budget.
- c. Provide TSAHC with the contact information of TxDOT's point of contact for the Revitalization Plan.
 - d. Oversee TSAHC's administration of the Revitalization Plan.
 - e. Review invoices for compliance with the contract and approve for payment.
 - f. TxDOT will assist with LEP translation services for public hearings or meetings. TSAHC will provide a minimum of 5 business days' notice to TxDOT of the hearing or meeting. TSAHC and TxDOT will coordinate to determine the appropriate level of LEP assistance needed.

5. **Shared Responsibilities**

- a. Collaborate on the creation and review of the Revitalization Plan.

ATTACHMENT B
Interagency Cooperation Contract
Estimated Budget
(Contract Description)

Sample Budget

Description	Hours	Cost
Personnel		\$55,000
Salaries and Wages – Regular Time		
Project Manager		
Other Experts		
Technicians		
Administrative Technicians		
Total Salaries and Wages		
Fringe Benefits		\$15,000
Health Insurance		
Other		
Total Fringe Benefits		
Travel and Per Diem	N/A	\$15,000
Mileage		
Meals		
Lodging		
Air Fare		
Total Travel and Per Diem		
Equipment	N/A	
Expendable Goods/Supplies (provide breakdown of supplies)	N/A	\$15,000
Sub-Contractor (Services provided)		\$400,000
Other/Miscellaneous		
Telephone		
Reproduction/Printing		
Postage		
Indirect Cost		

ATTACHMENT C
Interagency Cooperation Contract
General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract.

Article 2. Records and Ownership

- A. The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Receiving Agency, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Performing Agency or furnished to the Performing Agency by the Receiving Agency shall be delivered to and become the property of the Receiving Agency. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the Receiving Agency without restriction or limitation of further use.
- C. The Receiving Agency shall own all title to, all interests in, and all rights to all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Performing Agency or its subcontractors under this contract shall be owned by the Receiving Agency and will be delivered to the Receiving Agency at the time the contract is completed or terminated.

Article 3. Performing Agency Resources

All employees of the Performing Agency shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Performing Agency certifies that it currently has adequate qualified personnel in its employ to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Receiving Agency. On receipt of written notice from the Receiving Agency detailing supporting factors and evidence, the Performing Agency shall remove from the project any employee of the Performing Agency who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Performing Agency shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 4. Notice to Proceed

If Attachment A requires a notice to proceed, the Performing Agency shall not proceed with any work or incur any costs until the Receiving Agency issues a written notice to the Performing Agency authorizing work to begin. Any costs incurred by the Performing Agency before receiving the notice are not eligible for reimbursement.

Article 5. Additional Work

- A. If the Performing Agency is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the Receiving Agency in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If the Receiving Agency in its sole discretion finds that the work does constitute additional work, the Receiving Agency shall so advise the Performing Agency and a written amendment will be executed. The Performing Agency shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.

- C. The Receiving Agency shall not be responsible for actions by the Performing Agency or for any costs incurred by the Performing Agency relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 6. Nonconforming Work

If the Performing Agency submits work that does not comply with the terms of this contract, the Receiving Agency shall instruct the Performing Agency to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 7. Conflict of Interest

The Performing Agency shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with the Receiving Agency; or
- D. is a current part-time or full-time employee of the Receiving Agency.

Article 8. Disputes

- 8.1 The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. The Receiving Agency shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.
- 8.2 *Informal Resolution.* If any Party believes a dispute exists, that Party must notify the other Party in writing that a dispute exists. A Party may notify another Party that the provisions of this Section are invoked ("the Resolution Start Notice"). The notice must include: a) the statement of the Party's position on the dispute; b) a summary of the reasons supporting the Party's position; and c) a proposed resolution to the dispute that would be satisfactory to the Party. Within ten (10) business days from receipt of the Resolution Start Notice, the Party receiving the notice shall deliver to the other Party a written response to the dispute (a "Resolution Response Notice"). The Resolution Response notice shall include: a) a statement of the Party's position on the dispute; b) a summary of the reasons supporting the Party's position; and c) a proposed resolution of the dispute that would be satisfactory to the Party. Each Party will designate a senior executive (the "Designated Executive") and agrees that the Designated Executives shall have full authority to resolve the dispute. A Party may replace its Designated Executive upon written notice to the other Party. The Designated Executives shall immediately begin to communicate regarding the dispute and shall exercise good faith efforts to resolve the dispute fairly and completely within forty-five (45) days after the date the Resolution Response Notice is received by the Party that initiated the dispute.
- 8.3 *Other Rights and Remedies.* If a dispute has been the subject of Informal Resolution in accordance with Section 8.2 and such procedures are concluded without a resolution to the dispute, either Party shall be entitled to exercise any other rights and remedies available under this contract, or at law or equity.
- 8.4 *Performance.* Each Party shall continue its performance under this contract during the process of resolving a dispute.

Article 9. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 10. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative. Default shall be determined separately for each Phase. In Phase 1, failure by TSAHC to provide a proposed Revitalization Plan complying with Section 3.a.ii. of Attachment A to TxDOT by the date specified in the

Scope shall constitute default. In Phase 2, the specific type of revitalization proposed by the Revitalization Plan will determine what constitutes default. Default, for Phase 2, will be defined in the Revitalization Plan, as will the proper remedy for any Phase 2 default.

Article 11. Subcontracts

A subcontract may not be executed by the Performing Agency without prior written authorization by the Receiving Agency. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

Article 12. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the Receiving Agency under this contract may not make any offer of benefits, gifts, or favors to employees of the Receiving Agency.

Article 13. Termination

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. The Receiving Agency shall compensate the Performing Agency only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

Article 14. Basis for Calculating Reimbursement Costs

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. The Receiving Agency shall compensate the Performing Agency for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall not incur or be reimbursed for any new obligations after the effective date of termination. The Performing Agency shall bill the Receiving Agency for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Performing Agency requires prior approval by the Receiving Agency.

Article 15. Funding

The Receiving Agency shall pay for services from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid. Payments received by the Performing Agency shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before the Receiving Agency reimburses the Performing Agency for their services, the Performing Agency shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Performing Agency receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Performing Agency fails to comply with this Article, the Receiving Agency may withhold payments and suspend work until the subcontractors and suppliers are paid. The Performing Agency is authorized to submit requests for reimbursement no more frequently than monthly and no later than 120 days after costs are incurred.

Article 16. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in the Uniform Guidance 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

Article 17. License for TxDOT Logo Use

- A. Grant of License; Limitations: The Performing Agency is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Performing Agency may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. Such requests shall be submitted to TxDOT's Communications Division. The Performing Agency agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required: The Performing Agency's use of the Flying 'T' under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense: The Performing Agency may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License: The license granted to the Performing Agency by this article shall terminate at the end of the term specified by this contract.

Article 18. Authority of State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the Receiving Agency, the Performing Agency shall furnish the Receiving Agency with satisfactory proof of its compliance with this Article.

Article 20. Procurement and Property Management Standards

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

Article 21. Noncollusion

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 22. Lobbying Certification

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties 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 statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. 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 failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Article 23. Equal Employment Opportunity

The Performing Agency agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Performing Agency agrees to consider minority universities for subcontracts when the opportunity exists. The Performing Agency warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 24. Civil Rights Compliance

During the performance of this contract, the Performing Agency agrees as follows:

- A. Compliance with Regulations: The Performing Agency will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Performing Agency, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Performing Agency will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Performing Agency of the Performing Agency's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Performing Agency will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of the Performing Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Performing Agency will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Performing Agency's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Performing Agency under the contract until the Performing Agency complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Performing Agency will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Performing Agency will take action with respect to any subcontract or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Performing Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier because of such direction, the Performing Agency may request the State to enter into any litigation to protect the interests of the State. In addition, the Performing Agency may request the United States to enter into such litigation to protect the interests of the United States.

Article 25. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Performing Agency:	
Receiving Agency:	

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Article 26. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Performing Agency, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- G. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- H. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- I. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100); and
- J. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



Request for Proposals – Housing Revitalization Plan Consultant

I. Summary

The Texas State Affordable Housing Corporation (“TSAHC”) is issuing this Request for Proposals (“RFP”) to identify and contract professional services with a Consultant for the development of a housing Revitalization Plan in connection with the North Houston Highway Improvement Project (“NHHIP”). The Revitalization Plan will include a comprehensive housing needs assessment of communities impacted by the NHHIP. All qualified professional service providers (“Respondents”) wishing to apply must submit the materials listed in this RFP in order to be considered.

II. Timeline

TSAHC will accept responses until **5:00 PM CST on July 31st, 2024**. TSAHC retains the right to extend the submission deadline and selection period depending on responses to the RFP. If selected, Respondents will execute a professional services engagement agreement with TSAHC.

III. Communications with TSAHC

All questions and communications concerning the RFP must be submitted to Michael Wilt, TSAHC’s designated point of contact, via email at mwilt@tsahc.org.

To protect the integrity of the RFP process, potential Respondents may not contact TSAHC’s staff and Board of Directors Members (“Board Members”) regarding issues or questions pertaining to this RFP. This contact limitation period begins when the RFP is made available and continues through the selection process. If a potential Respondent contacts a staff member or Board Member with an issue or question pertaining to the RFP, that staff member or Board Member shall not discuss the RFP and shall forward the inquiry to the designated point of contact. TSAHC reserves the right to disqualify submissions from Respondents that fail to adhere to this contact limitation policy.

IV. About TSAHC

TSAHC is a 501(c)(3) nonprofit organization created at the direction of the Texas Legislature to serve as a self-sustaining, statewide affordable housing provider.

TSAHC’s mission is to facilitate, preserve, and expand affordable housing opportunities for Texans. TSAHC accomplishes this by helping developers build housing for working families and helping Texans

achieve and sustain the dream of homeownership and improve their financial situation. TSAHC's programs and initiatives reflect our vision that every Texan will have a place to call home.

TSAHC's enabling legislation, as amended, may be found in the Texas Government Code, Chapter 2306, Subchapter Y, Sections 2306.551 et seq. A five-member Board of Directors appointed by the Texas Governor oversees the policies and business of TSAHC.

V. About the NHHIP

The NHHIP is a highway project proposed by the Texas Department of Transportation ("TxDOT") in Houston, Texas. The project seeks to expand and realign sections of Interstate Highway 45 from Highway 59 to Beltway 8 North, realign sections of Interstate Highway 10 and US 59/I-69 in the Downtown area, and widen US 59/I-69 between I-10 and Spur 527 south of Downtown in Houston, Texas.

As part of the project, TxDOT has conducted the environmental process for the NHHIP in accordance with all applicable federal laws and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Act of 1969, Title VI of the Civil Rights Act of 1964, and Executive Order 12898. As part of this process TxDOT has determined that the housing inventory of the following four super neighborhoods will be impacted: Independence Heights, Near Northside, Greater Fifth Ward, and Greater Third Ward. Collectively, these super neighborhoods are the "Affected Neighborhoods."

As part of the project, TxDOT has contracted with TSAHC to oversee the selection of a Consultant to develop a Revitalization Plan to address the impact of the proposed project on the housing inventory of the Affected Neighborhoods. TSAHC will oversee and administer the implementation of the Revitalization Plan. TxDOT has committed \$28.5 million to support the implementation of the Revitalization Plan, which will consist of financing housing projects and programs in the Affected Neighborhoods. The \$28.5 million is separate from (and TSAHC is not involved in) the individual compensation provided to homeowners, renters and businesses that are displaced by the NHHIP project. Please note that the Respondent selected to develop the Revitalization Plan will be precluded from applying for or receiving any of the \$28.5 million in funding committed to support the implementation of the Revitalization Plan.

The Consultant will play a vital role in the creation of the Revitalization Plan as well as a comprehensive housing needs assessment of the Affected Neighborhoods that will inform the creation of the Revitalization Plan.

VI. Minimum Requirements

- Documented familiarity and experience with the Affected Neighborhoods.
- Documented experience developing community-driven housing solutions for neighborhoods or communities.
- Documented experience creating a housing needs assessment report for neighborhoods.

- Documented track record of collaborating with stakeholders and communities impacted by growth, displacement, or housing affordability challenges.
- An understanding of housing finance strategies and other strategies designed to address housing displacement.

VII. Scope of Services

Services to be provided by Respondents shall include but are not limited to the following:

- Develop and submit a Revitalization Plan to TSAHC that (1) documents the impact of the NHHIP on the Affected Neighborhoods and their housing inventory and needs; (2) proposes housing projects, programs, and other strategies that best address that impact; and (3) provides a plan and schedule for the implementation of the Revitalization Plan.
- The Revitalization Plan should include but not be limited to the following:
 - A comprehensive needs assessment of the existing housing inventory, gaps, and needs of the Affected Neighborhoods and an assessment of the impact the NHHIP will have on the housing inventory, gaps, and needs of the Affected Neighborhoods. The consultant will gather community input to inform the needs assessment using the following:
 - A survey of stakeholders serving the Affected Neighborhoods.
 - Focus groups and individual interviews with stakeholders in the Affected Neighborhoods.
 - Thorough documentation of each stakeholder, community group, or focus group meeting that includes detailed notes and minutes from each meeting and any other less formal documentation of community input.
 - A description of proposed housing projects and programs (including recommended funding amounts for each) that would address the housing gaps identified in the needs assessment, as well as recommendations of viable nonprofits, developers or other entities to administer them. Preference should be given to entities located in and/or with a demonstrated track record of serving the Affected Neighborhoods.
 - An analysis of TSAHC's single-family and multifamily finance programs and recommendations regarding which programs could best be used to facilitate and support the housing projects and programs identified above.
 - Recommendations for other finance mechanisms, potential funding leverage strategies, or other mechanisms that could be used as housing revitalization strategies in the Affected Neighborhoods.
 - Detailed actionable steps and schedule for the implementation of the Revitalization Plan.
- Collaborate with TSAHC and TxDOT on the development of the final Revitalization Plan.
- Collaborate with TSAHC for outreach to stakeholder and/or community groups to gather and document input in development of the Revitalization Plan
- Ensure that Revitalization Plan is complete within a 12-month period that will begin once a contract is executed between TSAHC and the selected Respondent.
- Assist with the application and selection process for housing providers to implement the Revitalization Plan.

- Assist and support TSAHC's partnership with TxDOT and serve as a resource to both TSAHC and TxDOT throughout the contract engagement period.

VIII. Compliance with Interagency Cooperation Contract (ICC)

The Consultant will be required to perform and comply with the obligations, covenants and agreements of TSAHC, as the Performing Agency, pursuant to the ICC, which include, but are not limited to, the following:

Noncollusion

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Consultant breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Lobbying Certification

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Consultant shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties 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 statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. 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 failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Consultant agrees to consider minority universities for subcontracts when the opportunity exists. The Consultant warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Civil Rights Compliance

During the performance of this contract, the Consultant agrees as follows:

- A. Compliance with Regulations: The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Consultant will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier because of such direction, the Consultant may request the State to enter into any litigation to protect the interests of the State. In addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not’);

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100);

K. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

VIII. Review and Selection

A panel of TSAHC staff will review all responses based upon the below scoring criteria and will make a recommendation to TSAHC’s President. TSAHC’s President will make the final selection which is subject to approval by TxDOT. Once parties agree on the final selection, the decision will be reported out to TSAHC’s Board Members no earlier than the August 2024 TSAHC Board Meeting.

Scoring Criteria

- Familiarity and experience with the Greater Houston area and the Affected Neighborhoods;
- Demonstrated competence, experience, knowledge, and qualifications providing the Scope of Services described above or similar services;
- Experience creating neighborhood or community-level housing plans and solutions;
- Proposed costs for executing the Scope of Work; and

- Certification as a Historically Underutilized Business (HUB) or Minority Owned Business (MOB).

All things being equal, preference will be given to Respondents with HUB or MOB certification.

TSAHC reserves the right to conduct interviews with Respondents or ask for clarification on a Respondent's submission. TSAHC reserves the right to negotiate with some, all, or none of the Respondents with respect to any term or terms of the responses or contracts.

IX. Additional Information

This RFP does not commit TSAHC to award a contract to any Respondent or to pay any costs incurred by a Respondent to prepare or submit a response or otherwise participate in this RFP process.

Conflict of Interest

Although the Respondent will be an independent contractor for TSAHC and not an employee of TSAHC, to avoid all possibility of conflicts of interest, all Respondents must certify that none of the owners, officers, or stockholders of the company and none of their families are related within the third degree of consanguinity or the second degree of affinity to any TSAHC employees or Board Members.

Release of Submissions and Proprietary Information

If a Respondent submits proprietary information that should not be publicly disclosed, the proprietary information must be clearly identified at the time of submission. If a Respondent fails to identify proprietary information, all information in the submission will be deemed non-proprietary and will be made available upon request pursuant to the Public Information Act after the review process has been completed.

Indemnification

All Respondents must agree to indemnify, defend and hold harmless TSAHC, the State of Texas, its officers, agents and employees from any and all claims and losses accruing or resulting from the Respondent's performing professional services for TSAHC.

Federal, State and Local Requirements

Approved Respondents are responsible for both federal and state unemployment insurance coverage and standard workers compensation insurance coverage. Respondents must comply with all federal and state tax laws and withholding requirements. TSAHC will not be liable to a Respondent or its employees for any unemployment or workers' compensation coverage or federal and state tax withholding requirements. Respondents shall indemnify TSAHC and pay to TSAHC any costs, penalties or loss whatsoever occasioned by Respondent's omission or breach of this section.

Minor Deficiencies

TSAHC reserves the right to waive minor deficiencies and informalities if, in the judgment of TSAHC, its best interest will be served.

X. Submission Directions

Respondents must include these items:

- General Organization Information
 - a. Provide a brief description of your organization, including at least the following:
 - i. Contact information for primary contact;
 - ii. Address of the organization's main office;
 - iii. Number of employees of the organization; and
 - iv. Resumes of the team member(s) who will be assigned to TSAHC.
- Experience
 - a. Describe your organization and its capabilities, including examples of how you developed strategies and solutions for similar work.
 - b. Support your ability to perform the Scope of Services.
 - c. Detail history working with similar clients.
 - d. Detail history working in the Greater Houston area and with the Affected Neighborhoods.
- References
 - a. Provide at least three client references. Include name, address, telephone number, and email address.
- Costs
 - a. Provide a detailed description of the anticipated costs of providing services included in the Scope of Services.
- Conflict of Interest and Affiliations
 - a. Identify any conflict of interest that may arise as a result of business activities or ventures by your organization or employees. A conflict of interest is any direct, indirect, personal, private, commercial or business relationship that could diminish your organization's or employee's independence of judgment and performance as a service provider to TSAHC.
 - b. Describe how your organization will handle actual or potential conflicts of interest.
 - c. Include any current or prior affiliations either personal, private, commercial or business-related specific to the Affected Neighborhoods. For example, Respondents must disclose any board affiliations or contractual relationships involving nonprofits or other entities located in or serving the Affected Neighborhoods.
- Include any other information that will be helpful to TSAHC in making its decision.

Respondents must submit in this manner:

- Respondents must submit responses electronically via email.
- All responses must be signed and dated.
- Proposals that do not comply with these instructions may be rejected. TSAHC may also reject a proposal that does not include all requested information.

ALL SUBMISSIONS MUST BE SENT TO:

Michael Wilt
Senior Manager, External Relations
Texas State Affordable Housing Corporation
mwilt@tsahc.org

**DEADLINE TO APPLY:
July 31st, 2024 at 5:00 p.m. CST**

Respondents must certify, by signing below, that they have read and understand this RFP and agree to fulfill the duties and responsibilities required by TSAHC.

By: (print)

Signature:

Date:

Note: Submit this page, signed and dated, with your completed response.

Tab 4

Closed Executive Session – Discussion regarding the Evaluation and Annual Performance Review of the President of the Corporation (Personnel Matters – Texas Government Code § 551.074)

Tab 5

Review, Discussion and Possible Approval of the Annual Performance Review of the President of the Corporation and related actions.