

Exhibit A: Household Commitment Contract for HRA Activity 53237

TEXAS DEPARTMENT OF HOUSING COMMUNITY AFFAIRS
HOME INVESTMENT PARTNERSHIPS PROGRAM
HOUSEHOLD COMMITMENT CONTRACT FOR HRA

WITH
City of Slaton,
a political subdivision of the State of Texas

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM

Awarding Federal Agency: U.S. Department of Housing and Urban Development

Award Number: M-²¹SG-48-0100

Federal Award Year: 20²¹

Pass Through Entity: Texas Department of Housing and Community Affairs

HUD Entity Type: State Recipient

Unique Entity Identifier Number: FGM2HVMA8TD3

Single Family HOME Program Rule Adoption Date: November 26, 2020

This HOME HOUSEHOLD COMMITMENT CONTRACT FOR HRA ("**Contract**") is made and entered into by and between **CITY OF SLATON**, a political subdivision of the State of Texas ("**Administrator**") and **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas ("**Department**") herein collectively referred to as "**Parties**" in connection with the HOME Investment Partnerships Program ("**HOME**") Reservation System and Reservation System Participant ("**RSP**") Agreement #**20200051** executed by the Department and Administrator to be effective on **April 16, 2021**, as may be amended from time to time ("**Agreement**").

RECITALS

WHEREAS, Administrator wishes to make a Commitment of Funds to Qualified Household, as defined in Article I of this Contract, in accordance with and subject to all provisions of (1) the Agreement, as amended from time to time, (2) the HOME Investment Partnerships Act of 1990 (42 U.S.C. 12721-12839) (the "**Federal Act**"), (3) applicable Federal and CPD Notices issued by HUD, (4) implementing regulations at 24 CFR Part 92, (5) Chapter 2306 of the Texas Government Code ("**State Act**"), (6) Chapter 20, Title 10, Part 1 of the Texas Administrative Code ("**Single Family Programs Umbrella Rule**") in effect at the time of the execution of this Contract, (7) Chapter 23, Title 10, Part 1 of the Texas Administrative Code ("**Single Family HOME Program Rule**") in effect at the time of the execution of this Contract, and (8) "Application and Application Submission Procedures Manual" as defined in the Agreement, (collectively, "**Program Requirements**"); and

WHEREAS, Administrator agrees and acknowledges that this Contract serves as a supplement to the Agreement and, by execution hereof, shall be subject to all terms and

conditions of Agreement, as may be amended from time to time, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, including the Recitals, which are contractual in nature, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

ARTICLE I **QUALIFIED HOUSEHOLD**

Administrator has reviewed the income and all other documentation necessary for the household of **Judy Gonzales** ("Qualified Household"). Administrator has verified that the Qualified Household meets the Program Requirements and the requirements of the Agreement, as may be amended from time to time.

ARTICLE II **CONTRACT TERM**

Section 2.1 Contract Term

- A. This Contract shall be effective on the latter of the date executed by an authorized representative of the Department and the Administrator and shall remain in full force and effect for twelve (12) months after the effective date ("Contract Term"), unless earlier terminated or amended in accordance with the provisions herein.
- B. Without limitation, this Contract shall be subject to the terms and conditions of the Agreement, as may be amended from time to time, and Program Requirements for the entire Contract Term regardless of the Term of Agreement.

ARTICLE III **COMMITMENT OF FUNDS**

Section 3.1 HOME Funds

- A. The Department shall make a Commitment of Funds to Administrator in an amount not to exceed **ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$141,750.00)** in Direct Activity Costs funds and **SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$17,250.00)** in soft costs for New Construction and Reconstruction of the housing unit located at **605 S. 5th St, Slaton, Texas** which is owned by Qualified Household and occupied as their primary residence in accordance with the Program Requirements.

A. To the extent that funds are available, the Commitment of Funds shall be made in the Reservation System under the following set-aside:

- ☒ **Homeowner Reconstruction Assistance (HRA) Set-Aside #1003148** (10 TAC §§23.30-32)
- ☐ **Contract for Deed Conversion (CFDC) Set-Aside #** (10 TAC §§23.50-52)
- ☐ **Tenant-Based Rental Assistance (TBRA) Set-Aside #** (10 TAC §§23.60-62)
- ☐ **Homebuyer Assistance with New Construction (HANC) or Rehabilitation Set-Aside #** (10 TAC §§23.80-82)
- ☐ **Single-Family Programs for Persons with Disabilities (PWD) Set-Aside** including the following activities:
 - ☐ TBRA # (10 TAC §§23.60-62)
 - ☐ HRA # (10 TAC §§23.30-32)
- ☐ **Disaster Relief Set-Aside** including the following activities:
 - ☐ TBRA # (10 TAC §§23.60-62)
 - ☐ HRA # (10 TAC §§23.30-32)

B. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the amounts set forth in Subsection A of this Section 3.1.

C. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate HOME federal funds. If sufficient funds are not available to fund this Contract, Department shall notify Administrator in writing within a reasonable time after such fact is determined and the Administrator shall immediately notify the Qualified Household. Department may then terminate this Contract and will not be liable for the failure to make any payment to Administrator under this Contract.

Section 3.2 Compliance with Federal, State, and Local Law

A. Unless otherwise noted, Administrator shall comply with the Single Family Programs Umbrella Rule and the Single Family HOME Program Rule in effect at the time the Administrator applied for HOME funds.

- B. Should the Federal or State Act change so that compliance with the applicable Single Family Programs Umbrella Rule and the Single Family HOME Program Rule is not possible, the Administrator shall comply with the applicable changes to the Federal and State Acts.
- C. Commitments resulting from Reservations submitted under an RSP agreement will be subject to the provisions of Single Family HOME Program Rule in effect as of the date of submission of the Reservation by the Administrator.

ARTICLE IV
LOAN DOCUMENTS/GRANT DOCUMENTS

Section 4.1 Qualified Household Grants

In the event Administrator qualifies a Qualified Household for a grant under the Program Requirements based upon a Qualified Household's information in the program application, Administrator agrees to the following:

- A. Administrator will prepare the Grant Documents (as defined in the Administrator's Agreement) for the Qualified Household.
- B. The Qualified Household shall execute the applicable Grant Documents (as defined in the Administrator's Agreement) for an amount in accordance with Section 3.1 of this Contract and the Program Requirements.

Section 4.2 Qualified Household Loans

In the event Administrator qualifies a Qualified Household for a residential mortgage loan ("Qualified Household Mortgage Loan") under the Program Requirements based upon a Qualified Household's information in the program application, Administrator agrees to the following:

- A. Administrator will require a Qualified Household to complete the loan application supplement to the program application, hereinafter referred to as "loan application".
- B. Administrator will take the loan application of a Qualified Household applicant for a Qualified Household Mortgage Loan, originate the Qualified Household Mortgage Loan, and conduct loan closings of the Qualified Household Mortgage Loan in accordance with the Section 5.3 of the Administrator's Agreement, the Mortgage Loan Disclosure Regulations, all applicable state and federal laws and regulations regarding the origination and closing of residential mortgage loans.
- C. Administrator's failure to originate Qualified Household Mortgage Loans or conduct loan closings in accordance with all applicable state and federal laws and regulations will be deemed an event of default under this Contract.

- D. Administrator expressly acknowledges that compliance with state and federal laws and regulations regarding residential mortgage loan origination, residential mortgage disclosures and residential mortgage loan closing is Administrator's responsibility, and the fact that Administrator or anyone acting on Administrator's behalf, either takes a residential mortgage loan application and submits it to the Department or prepares and delivers a mortgage disclosure to the Qualified Household and that the Department proceeds with closing of a loan does not in any manner constitute a finding, conclusion, or representation by the Department that the Administrator is in compliance with or exempt from such legal requirements.

ARTICLE V **AMENDMENTS**

Section 5.1 Changes, Amendments and Extensions

Except as specifically provided otherwise in this Contract, the Single Family Programs Umbrella Rule or the Single Family HOME Program Rule, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract in accordance with Section 20.14 of the Single Family Programs Umbrella Rule and shall comply with the extension requirements of Subchapter B of the Single Family HOME Program Rule.

Section 5.2 Changes and Amendments Required by Law

Any changes, additions, or deletions to the terms of this Contract which are required by changes in federal or state law, or regulations, are automatically incorporated into this Contract and shall become effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 5.2 may be further evidenced in a written amendment.

Section 5.3 Modifications to Qualified Household Mortgage Loan Documents

If any amendment to this Contract affects the Qualified Household Mortgage Loan documents, the documents may be modified accordingly in accordance with Section 20.14 of the Single Family Programs Umbrella Rule.

Section 5.4 Facsimile Signatures

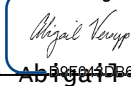
A facsimile or electronic copy executed by both Parties will be sufficient to evidence the Parties agreement to any amendment, revision or change to this Contract. If any Party returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

IN WITNESS WHEREOF, each of the Parties has executed this Contract as of the dates written below.

DEPARTMENT:

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

DocuSigned by:

By: 

Name: Abigail Versyp

Title: Its duly authorized officer or representative

Date: 7/8/2024 | 4:47:06 PM CDT

ADMINISTRATOR:

CITY OF SLATON,
a political subdivision of the State of Texas

By: 

Name: Wade Wilson

Title: City Administrator

Date: 11.9.23