

**PROJECT SPECIFIC AGREEMENT**  
**Re: “Type E” Public Roadways**  
**MADE PURSUANT TO ROAD AND BRIDGE MASTER INTERLOCAL**  
**AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF**  
**CARROLLTON**

This Project Specific Agreement (“PSA”), supplemental to the Master Interlocal Agreement (“Master Agreement”), is made by and between Dallas County, Texas, (“County”), and the City of Carrollton, Texas, (“City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs, and improvements to be undertaken on “Type E” public roadways located at 1000-1100 Park Avenue from North Denton to Ryan Avenue, 1000-1100 Terrace Trail from North Denton to Park Avenue, 1000 Mountview Drive from Ridge Road to Terrace Trail, 1000 Mountview Court from Mountview Drive to cul de sac, 1000 Summit Circle from Ridge Road to Park Avenue, 1700 Summit Drive from Park Avenue to Summit Circle, and 1700-1800 Ridge Road from Park Avenue to Terrace Trail in the City of Carrollton, Texas (“Project”).

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, on or about February 7, 2023, County and City entered into a Master Interlocal Agreement, for the purpose of the City authorizing and retaining County, through its Road and Bridge forces, to perform minor transportation-related maintenance, repairs, and improvements on “Type E” roadways situated within the territorial limits and jurisdiction of the City, to be fully funded and paid for at City’s cost and expense; and

**WHEREAS**, City now desires County to perform such minor transportation-related maintenance, repairs, and improvements consisting of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete curb & gutter repair, clearing of drainage obstructions, and various other services on “Type E” roadways located at 1000-1100 Park Avenue from North Denton to Ryan Avenue, 1000-1100 Terrace Trail from North Denton to Park Avenue, 1000 Mountview Drive from Ridge Road to Terrace Trail, 1000 Mountview Court from Mountview Drive to cul de sac, 1000 Summit Circle from Ridge Road to Park Avenue, 1700 Summit Drive from Park Avenue to Summit Circle, and 1700-1800 Ridge Road from Park Avenue to Terrace Trail. These services are to be performed wholly within the territorial limits of the City of Carrollton, in Dallas County, Texas, as more fully described in Attachment “A.”

**NOW THEREFORE**, this PSA is made by and entered into by County and City, for the mutual consideration stated herein.

**Witnesseth**

**Article I**  
**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This PSA sets forth the rights and responsibilities of each of the parties as set forth in the Master Agreement, and all amendments and supplements thereto, which are incorporated herein by reference. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**  
**Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2023-0154, dated February 7, 2023, and additions thereto, are incorporated herein by reference;
2. Construction Estimate which is attached hereto and incorporated herein by reference as Attachment “A;”
3. Map/diagram of the proposed work site/sites which is attached hereto and incorporated herein by reference as Attachment “B;” and
4. Compliance addendum for Community Development Block Grant (“CDBG”) funding which is attached hereto and incorporated herein by reference for all purposes as Attachment “C.”

**Article III**  
**Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

**Article IV**  
**Project Description**

This PSA is entered into by the parties for minor transportation-related maintenance, repairs, and improvements on duly qualified “Type E” public roadways within the City. The Project shall consist of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete curb and gutter repair, and clearing of drainage obstructions, and various other services to be performed on “Type E” public roadways located at 1000-1100 Park Avenue from North Denton to Ryan Avenue, 1000-1100 Terrace Trail from North Denton to Park Avenue, 1000  
PSA City of Carrollton (“Type E” ) (2026)

Mountview Drive from Ridge Road to Terrace Trail, 1000 Mountview Court from Mountview Drive to cul de sac, 1000 Summit Circle from Ridge Road to Park Avenue, 1700 Summit Drive from Park Avenue to Summit Circle, and 1700-1800 Ridge Road from Park Avenue to Terrace Trail, all situated wholly within the territorial limits of the City of Carrollton, in Dallas County, Texas, within Dallas County Commissioner District 2, as more fully described in Attachments “A” and “B .” The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and the County. The City has and hereby gives its approval for expenditure of County funds for the maintenance, repairs, and improvements of a roadway located within the municipality.

## **Article V** **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of county funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **Article VI** **Agreements**

### **I. City’s Responsibilities**

1. City, at its own expense, shall be responsible for the following: (a) acquiring any right-of-way necessary to complete the Project under consideration; (b) locating all manholes, water valves, and other utilities within the Project; (c) making all utility relocations or adjustments necessary for the Project; (d) remediation of any

- hazardous or regulated materials, or other environmental hazard on or near the Project site; and (e) provide water meter and water for all city projects; (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City is responsible for striping the lanes after County completes the Project.
  3. City shall be responsible for maintaining the Project site/sites once the Project is completed.
  4. City shall review roadway locations crossing through flood plain areas within their flood plain management jurisdiction and coordinate any necessary permitting prior to County performing work in these areas.
  5. City will provide cut permit as required.

## II. County's Responsibilities

1. County, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity (b) locating, marking, and adjusting (with City assistance) all visible manholes and water valve covers within the Project; (c) contacting Texas 811 "Call before you dig" in compliance with State Law; and (d) providing appropriate work zone traffic control, including but not limited to flagging, cones, barricades, shadow vehicles, message boards, signage, etc., to enable the Project to be completed in a timely and safe manner.
2. County shall be responsible for the performing all minor transportation-related improvements, maintenance, and repair responsibilities and services contemplated hereunder, as more fully set out in Attachment "A" in a good and workmanlike manner.

## III. Funding

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project, provided:

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto.
2. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.
3. Once approved by the County, and before commencement of the Project by County, the City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, Six Hundred Seventy-Five Thousand, Four Hundred Twenty-Four Dollars and Ninety-Nine cents (\$675,424.99), representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project, if the Project is completed in less than one month.

**Article VII**  
**Miscellaneous**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign/governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third-Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's sovereign immunity and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Dallas County  
500 Elm Street, Suite 5300  
Dallas, Texas 75202

**CITY:**

Director of Public Works  
City of Carrollton  
1945 East Jackson Road  
Carrollton, Texas 75006

Commissioner Andy Sommerman  
Road & Bridge District 2  
500 Elm Street, Suite 7200  
Dallas, Texas 75202

Either party shall change its address for notice by giving the other party written notice thereof.

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. **Binding Agreement; Parties Bound.** Upon execution by the parties, this PSA shall constitute a legal, valid, and binding obligation of the parties, their successors and permitted assigns.
- VII. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. **Counterparts.** This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City of Carrollton.
- XII. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.
- XIV. The parties agree that this PSA is subject to the requirements of Section 3 Compliance for CDBG funding consistent with 24 CFR Part 75 as outlined in Attachment “C.”

*(the remainder of this page intentionally left blank)*

*(signatures appear on the following page)*

The City of Carrollton, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution \_\_\_\_\_ approved/passed on the \_\_\_\_ day of \_\_\_\_\_, 2026.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2026.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2026.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF CARROLLTON:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
ERIN RINEHART  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
DALLAS COUNTY JUDGE

**ATTEST:**

**RECOMMENDED BY:**

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
DARRYL MARTIN  
DALLAS COUNTY ADMINISTRATOR

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM\*:**  
**DALLAS COUNTY**  
JOHN CREUZOT  
DISTRICT ATTORNEY

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CORTNEY PARKER  
ASSISTANT DISTRICT ATTORNEY

\*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## Construction Estimate

Date: February 16, 2025

For: City of Carrollton

Subject: Project Specific Agreement for Type E Street

Total Cost Estimate: \$675,424.99

Scope of Work: (1) Set up message boards, traffic control devices, storm sewer protection, place door hangers on all that will be affected and call in for Dig Test before any excavation is performed.; (2) Surface mill 2" inch deep from gutter to gutter; (3) Repair base failure with Cement Treated Base; (4) Remove and replace any existing curb & gutter to reestablish line & grade no cosmetic work. (5) Clean, sweep and remove vegetation; (6) Apply Emulsion and allow to cure; (7) Overlay street with 2 1/2 inches of Hot Mix Asphalt; (8) Clean, sweep and remove all traffic control devices along with message boards; (9) Crack Seal Street.

Labor Cost	Total \$303,939.90
Equipment Cost	Total \$108,070.52
Material Cost	Total \$263,414.57
<b>Grand Total</b>	<b>\$675,424.99</b>

**Street Limits (Blocks)**

1000-1100 Park Avenue  
 1000-1100 Terrace Trail  
 1000 Mountview Drive  
 1000 Mountview Court  
 1000 Summit Circle  
 1700 Summit Drive  
 1700-1800 Ridge Road

**From**

North Denton Drive  
 North Denton Drive  
 Ridge Road  
 Mountview Drive  
 Ridge Road  
 Park Avenue  
 Park Avenue

**To**

Ryan Avenue  
 Park Avenue  
 Terrace Trail  
 Cul de Sac  
 Park Avenue  
 Summit Circle  
 Terrace Trail



Live traffic ▼ Fast Slow

## ATTACHMENT “C” - Section 3 Compliance

1. **Section 3 of the Housing and Urban Development Act of 1968:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and its implementing regulations at 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. **Contractor Certification of Compliance:** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
3. **Contract Language Requirement:** The contractor agrees to include this Section 3 Contract Requirements document in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in this Section 3 Contract Requirements document upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
4. **Section 3 Definitions:** Definitions for key Section 3 terms per 24 CFR Part 75 are as follows:
  - A. **Section 3 Worker:** An employee who currently fits, or fit at the time of hire if hired on or after 11/30/2020, at least one of the following categories:
    - i. is employed by a Section 3 Business Concern; or
    - ii. is a low- or very low-income resident (i.e., a local person living within the Section 3 service area, with an individual annualized income currently as of the date of starting work on the project, or at the time of hire if hired on or after 11/30/2020, that is/was at or below the low-income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the HUD Income Limits for the CDBG program in effect currently as of the date the worker started work on the project, or at the time of hire if hired on or after 11/30/2020]; or
    - iii. is/was a YouthBuild.
  - B. **Targeted Section 3 Worker:** A Section 3 Worker who:
    - i. is employed by a Section 3 Business Concern, or
    - ii. currently fits, or fit at the time of hire if hired on or after 11/30/2020, at least one of the following categories as documented:
      - a. lives/lived in the neighborhood or within the Section 3 service area of the project; or

b. is/was a YouthBuild.

C. Section 3 Business Concern: A business that fits at least one of the following categories (as certified within the past 6 months):

- i. 51% or more owned by low- or very low-income persons; or
- ii. 75% or more of the labor hours are performed by low- or very low-income persons; or
- iii. 51% or more owned by current residents of public housing or Section 8-assisted housing.

D. Section 3 Service Area: An area defined by the Grantee consistent with 24 CFR Part 75.5, generally consisting of an area within one mile of the project site or an area encompassing approximately 5,000 persons if a one-mile radius does not meet that threshold.

5. **Contracting Requirements**: To the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, the Grantee, subrecipients, and prime contractors and subcontractors for the CDBG funded project agree to ensure contracts and subcontracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the CDBG funded project is occurring; and (2) YouthBuild programs.
6. **Employment and Training Requirements**: To the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, the Grantee, subrecipients, and prime contractors and subcontractors for the CDBG funded project agree to ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG funded project is occurring); and (2) participants in YouthBuild programs.
7. **Reporting Labor Hours**: The Grantee, subrecipients, and prime contractors and subcontractors for the CDBG funded project agree to report all worker (see exception below)\*\* labor hours on the project quarterly to the Grantee as follows: (1) the total number of labor hours worked on the project by each worker; (2) the total number of labor hours worked on the project by Section 3 Workers; and (3) the total number of labor hours worked on the project by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the CDBG funded project by workers employed by the Grantee, subrecipients, their prime contractors and the subcontractors of the project, during the reporting period specified by HUD or the Grantee. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and

attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements agree to report actual work hours as reported on the certified payroll records.]

*\*\* Exception for positions that require an advanced degree or a professional certification: Reporting of hours for positions requiring an advanced degree or a professional certification is not required, but the hours may be reported to demonstrate Section 3 “best efforts”. The Grantee, prime contractors and subcontractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees covered by the exception in the total number of labor hours worked. If the contract covers both work completed by employees covered by the exception and other work completed by employees not covered by the exception, then the labor hours for the other work by employees not covered by the exception must be reported.*

8. **Section 3 Goals/”Safe Harbor” Benchmarks:** The Grantee, subrecipients, and prime contractors and subcontractors agree to strive to meet the “safe harbor” benchmarks (as established by the HUD Section 3 Final Rule (24 CFR Part 75), which establishes quantitative benchmarks and prioritized qualitative efforts for funding recipients to achieve to assist low- and very low-income persons with employment and training opportunities. The “safe harbor” benchmarks are to have: (1) 25% or more of all labor hours worked on the project be by Section 3 Workers; and (2) 5% or more of all labor hours worked on the project be by Targeted Section 3 Workers. If the “safe harbor” benchmarks are not met over the course of the project, then the Grantee and prime contractors and subcontractors for the CDBG funded project agree to provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the Grantee’s and contractors’ project files, to be made available upon request for monitoring purposes.
9. **Demonstrating Best Efforts:** When the Section 3 benchmarks are not met, the Grantee and prime contractors and subcontractors for the CDBG funded project agree to demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following:
  - A. Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
  - B. Provide training or apprenticeship opportunities.
  - C. Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching, etc.).
  - D. Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
  - E. Hold one or more job fairs.

- F. Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare, etc.).
  - G. Provide assistance to Section 3 Workers to apply for and/or attend community college, a four-year educational institution, or vocational/technical training.
  - H. Assist Section 3 Workers to obtain financial literacy training and/or coaching.
  - I. Engage in outreach efforts to identify and secure bids from Section 3 Business Concerns.
  - J. Provide technical assistance to help Section 3 Business Concerns understand and bid on contracts.
  - K. Divide contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
  - L. Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns.
  - M. Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
10. **Recordkeeping & Reporting:** The Grantee, subrecipients, and prime contractors and subcontractors for the CDBG funded project agree to maintain all records demonstrating compliance with 24 CFR Part 75, including contracting information and documents, Section 3 Business Concern Certification forms, Section 3 Employee Income Certifications, and worker labor hours; and provide data and reporting documents as requested and required by the CDBG Program and/or HUD. Grantee, subrecipient, and contractor records may be monitored for compliance by the CDBG Program and/or HUD.
11. **Non-Compliance:** Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.