

ENFORCEMENT ACTION AGAINST	§	BEFORE THE
TRACY ANDRUS FOUNDATION	§	TEXAS DEPARTMENT OF HOUSING
AND TRACY ANDRUS	§	AND COMMUNITY AFFAIRS

VOLUNTARY NON-PARTICIPATION AGREEMENT

This Voluntary Non-Participation Agreement (the “Agreement”), in connection with an Enforcement Action, is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (the “Department”), **TRACY ANDRUS FOUNDATION**, a Texas nonprofit corporation, and **TRACY ANDRUS**, an individual, acting individually and in his capacity as president and chief executive officer of Tracy Andrus Foundation (herein collectively referred to as the “Parties”) to be effective on the date all Parties have executed this Agreement.

RECITALS

WHEREAS, the Tracy Andrus Foundation (“TAF” or “Administrator”) is subject to HOME Investment Partnerships Program Reservation System Participant Agreement #2024-0033 (the “RSP Agreement”), committing to be a Reservation System Participant in multiple set-asides, including HOME Tenant-Based Rental Assistance (TBRA) Set-Aside #1003667 and #1003669;

WHEREAS, Tracy Andrus is the president and chief executive officer of TAF;

WHEREAS, TAF and Tracy Andrus are subject to the regulatory authority of TDHCA and, for purposes of this Agreement, are considered Responsible Parties, as defined by 10 TAC §2.102.

WHEREAS, the Department performed a compliance monitoring review and a parallel program investigation during 2025 and 2026, during which it identified findings of noncompliance and associated disallowed costs of \$26,489.12 and \$43,381.00, respectively;

WHEREAS, on March 3, 2026, the Department issued notice that TAF and Tracy Andrus were being referred to the TDHCA Enforcement Committee for debarment consideration pursuant to 10 TAC §2.401(a)(5);

WHEREAS, all of the identified disallowed costs in the total sum of \$69,870.12 have been repaid in full by TAF, with the final payment submitted on April 27, 2026;

WHEREAS, TAF and Tracy Andrus were referred to the TDHCA Enforcement Committee because TDHCA alleges that TAF employees submitted fraudulent information, knowingly falsified documentation, or other intentional or negligent material misrepresentation or omission with regard to any documentation, certification or other representation made to the Department relating to HOME TBRA activities 54881, 54843, 54887, 55112, 54892, 54844, 54985, and 55211, as identified in the notice issued on March 3, 2026, violations of 10 TAC §2.401(a)(5) that are not susceptible to cure despite repayment of the associated disallowed costs;

WHEREAS, intentionally or negligently providing material misrepresentations with regard to documentation submitted to the Department by a Responsible Party is a violation of 10 TAC §2.401(a)(5), and is grounds for discretionary debarment under 10 TAC §2.401(a)(5);

WHEREAS, on April 16, 2026, Tracy Andrus attended an informal conference with the TDHCA Enforcement Committee;

WHEREAS, pursuant to 10 TAC §2.401(i)(5), the Department has the authority to enter into an agreement for the Responsible Party to not participate or apply for any new Department Programs during a specified period of time; and

WHEREAS, on May 5, 2026, the TDHCA Executive Director issued a determination notice recommending a Voluntary Non-Participation Agreement (“VNA”) for the Responsible Parties for a term of ten years, and including an alternate recommendation for debarment in the event that the VNA was rejected by the Responsible Parties.

WHEREAS, the TAF and Tracy Andrus seek to agree to not participate in Department programs for a period of time, but do not agree that either has violated the statutory or rule basis for debarment, and expressly deny any such admission, and enter into this Agreement as a resolution of disputed matters.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TAF and Tracy Andrus will not apply for, consult on, or otherwise participate in purchasing properties monitored or financed by TDHCA, receiving new TDHCA awards, or receiving funds or assistance from any TDHCA programs for five (5) years from the date that all Parties have executed this Agreement (“Term”).
2. This Agreement does not constitute a suspension or debarment from Department programs, nor a finding of wrongdoing, but is a voluntary and enforceable agreement to not participate in Department programs for the term outlined, herein. This Agreement does not preclude or stay any further or additional referral for discipline on any other basis by the Enforcement Committee, including debarment.
3. This Agreement does not constitute an admission of wrongdoing, fraud, misconduct, or statutory violation by Tracy Andrus or TAF.
4. In the event that Responsible Party violates the terms of this Agreement, Responsible Party will be referred to the TDHCA Enforcement Committee for further disciplinary action.
5. This Agreement will be on file with TDHCA Previous Participation Review and TDHCA Single Family staff.

6. This Agreement shall be published on the TDHCA website until the Term of the Agreement expires.
7. Pursuant to Section 2306.6717 of the Texas Government Code, the Responsible Party acknowledges that the Department is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code. The Responsible Party understands that the Department will comply with the Texas Public Information Act interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.
8. Each capitalized term not expressly defined herein shall have the meaning given to such a term in the RSP Agreement.
9. This Agreement shall be binding upon the Responsible Party hereto.
10. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all of the Parties shall not have signed the same counterpart.
11. If a 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 electronic transmission to be its original signature.
12. By signing this Agreement, the Parties hereto expressly understand and agree that the terms shall become part of the Agreement as if they were set forth word for word therein.

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RESPONSIBLE PARTIES:

TRACY ANDRUS,

an individual, acting in his individual capacity and in his capacity as chief executive officer of Tracy Andrus Foundation

By: /s/ Tracy Andrus
Name: Tracy Andrus
Date: 8/19/2026

TRACY ANDRUS FOUNDATION,

a Texas nonprofit corporation

By: /s/ Tracy Andrus
Name: Tracy Andrus
Title: Chief Executive Officer
Date: 8/19/2026

DEPARTMENT:

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

By: /s/ Robert "Bobby" Wilkinson
Name: Robert "Bobby" Wilkinson
Title: Executive Director
Date: 8/21/2026