

**AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND
HABITAT FOR HUMANITY OF WILLIAMSON COUNTY**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Agreement (“Agreement”) by and between the City of Georgetown, Texas, a home-rule municipal corporation located in Williamson County, Texas (the “City”), and Habitat for Humanity of Williamson County, a Texas non-profit corporation (“Habitat”), (collectively, the “Parties”), for the fiscal year from October 1, 2019 through September 30, 2020, and is as follows:

RECITALS:

The City values partnerships with organizations that are committed to addressing our community’s greatest public challenges; and

The purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)(3) organizations that strengthen the City’s key priorities in public safety, transportation, housing, parks and recreation, energy efficiency and water conservation, veteran services and safety net; and

The City of Georgetown Water Conservation Plan calls for the City to build upon partnerships with community organizations to promote water efficiency; and

The City established a Home Repair Program in 2008 to provide home repairs to homeowners who are residents of the City and have limited resources, and Georgetown Utility Systems (GUS) desires to support the water conservation efforts of the City’s Home Repair Program; and

The City finds that Habitat provides housing services for the community, accomplishes a public purpose, and benefits the community of Georgetown, Texas as it enhances the quality of life, preserves neighborhoods, conserves resources through improving energy efficiency and water conservation, and eliminates conditions detrimental to public health and safety per Chapter 373 of the Texas Local Government Code; and

The City finds that the services Habitat will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City.

The Parties agree as follows:

1. **RECITALS ADOPTED**

1.1 The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.

2. CITY HOME REPAIR PROGRAM REQUIREMENTS AND ADMINISTRATION

2.1 Habitat will administer the water conservation efforts of the City's Home Repair Program pursuant to the following City guidelines:

- 2.1.1 Applicants for GUS water conservation funds must be customers of the City's water utility and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 50% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.
- 2.1.2 The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) two years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.
- 2.1.3 Eligible repairs include water efficiency/conservation measures (plumbing, fixtures).
- 2.1.4 Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City's Home Repair Program.
- 2.1.5 Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.
- 2.1.6 Habitat will notify the City within five (5) working days of completion of home repairs.
- 2.1.7 In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City's goals of the City's Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.
- 2.1.8 Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2020 that identifies and includes (1) how the City's funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

3. COSTS

3.1 The City agrees to pay Habitat an amount not to exceed \$15,000 for use in the water

conservation efforts of the City's Home Repair Program. The City will make a one-time lump sum payment on or before December 1, 2019. Habitat may use up to 10% of the total award for volunteer insurance related to delivery of repairs funded by this Agreement. Upon expiration of this Agreement, or upon Termination pursuant to Section 5 of this Agreement, Habitat shall return to the City any unused portion of the funds.

4. INDEMNIFICATION

4.1 HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

5. TERMINATION

5.1 This Agreement may be terminated by either Party at any time after providing at least 30 working days' written notice to the other Party.

6. ASSIGNMENT

6.1 Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat's rights in this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

7.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 Notice. Any notices required or appropriate under this Agreement shall be given in writing to Habitat at Habitat for Humanity of Williamson County, Attn. Debbie Hoffman, P.O. Box 737, Georgetown, TX 78627, and to the City at City of Georgetown, Attn. City Manager, P.O.

Box 409, Georgetown, TX 78627.

7.4 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

7.5 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.6 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.7 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

[signature pages to follow]

HABITAT FOR HUMANITY:

Habitat for Humanity of Williamson County,
a Texas non-profit corporation

By: _____
Name
Title

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2019
by _____, _____ of Habitat for Humanity of Williamson County,
a Texas non-profit corporation on behalf of said company.

My Commission Expires: _____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY OF GEORGETOWN

City of Georgetown, Texas,
a home-rule municipal corporation

By: _____
Dale Ross
Mayor

ATTEST:

Robyn Densmore
City Secretary

APPROVED AS TO FORM:

Charlie McNabb
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of _____, 2019
by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires: _____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

Fiscal Year	Address	Repair Amount	Work performed by	Repair Detail	Goal met	Number of Georgetown Residents served	Program referral?