

STATE OF TEXAS §
COUNTY OF WEBB §

**Agreement by and Between Webb County
And
Habitat for Humanity of Laredo Inc.**

This contract is entered into by and between the County of Webb, a political subdivision of the State of Texas, acting by and through it's County Judge, the Honorable Danny Valdez, as duly authorized by the Webb County Commissioners Court (hereinafter the "County") and the Habitat for Humanity of Laredo Inc. (hereinafter the "Habitat"), a Texas nonprofit organization.

RECITALS

WHEREAS, HABILITAT is an organization that provides various volunteer, educational, and related services by constructing need based housing for the residents of Webb County; and

WHEREAS, HABILITAT has proposed to the County that in exchange for providing Habitat with certain funds, it will design, plan, and construct a minimum of Four (4) new homes at agreed designated site locations; and

WHEREAS, the County has determined that it would be advantageous to the County for the HABILITAT to perform these services for its residents; and

WHEREAS, the providing of such need based new construction services for the qualifying residents of Webb County constitutes a public purpose and is performed for the general health, interest, and welfare of the citizens of the County,

NOW, THEREFORE, the County and HABILITAT hereby agree that for and in consideration of the mutual promises herein contained, the parties agree as follows:

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

HABILITAT, covenants and agrees to provide the services set out in full below in a timely manner.

HABILITAT will be responsible for constructing a minimum of Four (4) new homes for Colonia residents currently residing in Colonias along Highway 359 by leveraging the County grant fund moneys of Two Hundred Thousand Dollars (\$200,000.00) with their non-profit funds and constructing a minimum of Four (4) new homes from start to finish, and will meet the following requirements:

- 1) The new construction will meet accessibility requirements pursuant to 2306.514 of the Texas Government Code ;

- 2) The new construction must meet at a minimum all the standards of the International Residential Code (IRC);
- 3) The homes must be inspected by a licensed Texas Real Estate Commission (TREC) Inspector. The Inspector must ensure that all new construction homes are complete, safe, and met IRC. A copy of the inspection report must be provided to the homeowner and County;
- 4) The homes to be constructed will be designed to fit the needs of the eligible colonia families in regards to size, property size, and location of infrastructure;
- 5) Leveraging of County grant funds may be provided by Habitat from other donations, grants, contributions, or their own funds; and
- 6) Contract build time must be adhered to. Extensions will not be considered.

Habitat will work with the Community Action Agency Self-Help Center and follow all time, program, and income requirements set forth by the Texas Department of Housing and Community Affairs Office of Colonia Initiatives and Habitat's program guidelines. If there is a conflict between the respective program guidelines the more stringent or restrictive guideline will prevail or the parties will use best efforts to obtain a waiver or reach a compromise as to the conflicting guidelines.

ARTICLE 2 PERSONNEL AND EQUIPMENT

HABITAT, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, HABITAT, shall provide all necessary vehicles, utilities, and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

ARTICLE 3 REPORT TO COUNTY

HABITAT, shall submit a detailed quarterly report to the **County Auditor** with copy of same to the **County Treasurer** and the **Community Action Agency Self-Help Center**, which shall identify the services delivered and funds expended under this agreement. Said report shall be submitted to the County no later than One Hundred and Twenty Days (120) following the execution of this agreement.

ARTICLE 4 DURATION OF CONTRACT

This agreement shall begin on the date of signing. Habitat will responsible for selecting the first two (2) applicants and submitting the applicant's information to Webb County for ratification and approval within ~~90~~ **180** days following the signing of this agreement. The Additional two (2) applicants and applicant's information should be submitted to Webb County

for ratification and approval no later than one (1) year from the signing of this agreement. Construction shall begin promptly without delay and the homes shall be completed with all required documents provided to Webb County by May, 31st 2019.

ARTICLE 5 COMPENSATION

County shall remit payment to HABITAT a total of Two Hundred Thousand Dollars (\$200,000.00) for its services under this agreement, payable at respective stages of construction. All payments shall require a ten percent (10%) retainer that will be released no sooner than thirty (30) days after the final completion date. All payment requests shall require an itemized invoice and Webb County shall conduct an inspection to verify work completion prior to payment.

All inspection, permit and survey costs will be borne by HABITAT.

A basic hazard insurance policy will be purchased for the duration of One (1) year following the completion of the home and the cost will be borne by the homeowner paid through an escrow account managed by HABITAT.

Payment request shall be sent to the Community Action Agency Self-Help Center of Webb County and will be processed and payment remitted within Thirty (30) days.

It is expressly understood and agreed by the parties hereto that the Two Hundred Thousand Dollars (\$200,000.00) is subject to the availability of funds. Two Hundred Thousand Dollars (\$200,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by Webb County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary.

ARTICLE 6 NON-ASSIGNABILITY

HABITAT shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

ARTICLE 7 ACCESS BY COUNTY TO RECORDS

HABITAT expressly agrees to maintain complete and accurate financial records of expenditures made by HABITAT and, as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners' Court, County Auditor or their designees, for inspection and review. Additionally, HABITAT shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the HABITAT performance under this contract. All such required records shall be

clearly identified and readily accessible to the County for three (3) years after payment under this contract, or after termination of this contract, whichever is later.

**ARTICLE 8
COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County for cause upon giving Habitat 30 days written notice to cure. If Habitat after 30 days fails to cure, title to the home and all work completed and materials purchased shall be transferred to the County without delay in order for the County to complete the home within the State imposed guidelines.

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and HABITAT whether written or oral.

**ARTICLE 10
INDEMNIFICATION**

HABITAT shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

**ARTICLE 11
NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail; return receipt requested, postage prepaid as follows:

To County:

County Judge/Executive Administrator
1000 Houston St.
Laredo, Texas 78040

and

Marco Montemayor
Webb County Attorney
1110 Washington, Suite 301
Laredo, Texas 78040

HABITAT:

Carol Sherwood
Executive Director
4703 Warehouse Ln.
Laredo, Texas 78041

**ARTICLE 12
SEVERABILITY**

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 13
LAW OF TEXAS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

**ARTICLE 14
AMENDMENT**

No changes to this Agreement shall be made except upon written agreement of both parties.

**ARTICLE 15
HEADINGS**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**ARTICLE 16
WAIVER**

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the

exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 17
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Signed in duplicate originals, both of equal force, on this the _____ day of _____, 2017, effective _____ of _____.

COUNTY OF WEBB

**HABITAT FOR HUMANITY OF
LAREDO INC.**

Honorable Tano E. Tijerina
Webb County Judge

Carol Sherwood
Executive Director

ATTEST:

APPROVED AS TO FORM:

Honorable Margie Ramirez Ibarra
Webb County Clerk

Honorable Marco Montemayor
Webb County Attorney

*By law, the County 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 for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).