

**AFFORDABLE HOUSING AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI AND
HABITAT FOR HUMANITY CORPUS CHRISTI, INC.**

1. Agreement for New Construction of Affordable Housing. This agreement ("Agreement") between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Habitat for Humanity Corpus Christi, Inc. ("Habitat") is executed to implement the promotion and development of affordable infill housing within the City.

2. Effective Date. The effective date of this Agreement is the date on which the last party executes this Agreement.

3. Term. The term of this Agreement extends twenty-four (24) months from the effective date.

4. Habitat's Responsibilities.

- a. Habitat shall complete construction of three (3) new single-family houses in Corpus Christi, Texas, and offer the houses for sale as affordable housing, as that term is defined in Title 42 of the United States Code, Section 12745.
- b. Habitat shall recruit qualified homebuyers for housing ownership for homes to be constructed as affordable housing pursuant to this Agreement. Habitat shall ensure that each homebuyer's family qualifies as a low-to-moderate income family in accordance with federal, State and City housing laws, rules and regulations.
- c. All construction work must be performed in a workmanlike manner and in accordance with the current applicable housing standards and local codes.
- d. The houses must be certified to meet Texas Department of Insurance windstorm requirements. Additionally, the houses must be constructed to meet the requirements of the International Energy Conservation Code.
- e. Habitat shall not use any City issued federal funds in performance of Habitat's responsibilities specified in this Agreement.

5. City's Responsibilities.

- a. Three parcels of land owned by the City will be sold to Habitat for construction of the three (3) new single-family houses specified in this Agreement and are identified as follows:

(1) 1906 Lipan St., Brennan Addition, Lt 8A, Blk 4;

(2) 1910 Lipan St., Brennan Addition, Lt 7A, Blk 4; and

(3) 1914 Lipan St., Brennan Addition, Lt 6A, Blk 4.

- b. As an incentive to increase affordable infill housing within the City, the three lots sold to Habitat will be deeded for an amount up to \$10 in order to reduce the cost of the total purchase price of the house. Once housing is constructed and completed, the lot may not be re-conveyed to a purchaser at a value exceeding the cost of the initial conveyance to Habitat. This transaction is subject to the imposition of reasonable terms and conditions in the conveyance documents including but not limited to:
 - (1) A restriction that limits development of a structure on the property to single-family housing and only those structures that meet the definition of "affordable housing," as defined under federal law, available for purchase by low-to-moderate income individuals and families; and
 - (2) A reversion clause in the City's beneficial favor, as a condition to be met by Habitat subsequent to the conveyance, requiring completion of construction and occupancy of the structure within 24 months of conveyance.
- c. As an additional incentive to increase affordable infill housing within the City the City agrees to waive building permit fees, inspection fees, water, wastewater and gas tap fees and provide up to two (2) roll-off containers at the City's actual cost during construction. Further, all utilities will be installed at the City's expense.
- d. City will convey the above identified properties as is, where is, with all faults; certifying only that there are no liens on the identified properties and the City is the current owner of the identified properties. City will pay closing costs associated with the sale of each identified property. Should Habitat want to obtain title insurance, Habitat will have the option to purchase it at it's sole cost.

6. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

7. Severability.

- a. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Agreement that every section, paragraph,

subdivision, clause, provision, phrase, and word of this Agreement be given full force and effect for its purpose.

- b. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Program Agreement automatically.

8. Compliance with Laws. Habitat shall comply with all applicable federal, State, and City laws, rules, and regulations which may be relevant to Habitat's performance under this Agreement.

9. Jurisdiction and Venue.

- a. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- b. All actions brought to enforce compliance with this Agreement must be brought in Nueces County, Texas, where this Agreement was entered into and must be performed.

10. Acknowledgment and Construction of Ambiguities. The parties expressly agree that each has independently read and does understand this Agreement. By Habitat's execution of this Agreement, Habitat agrees to be bound by the terms, covenants, and conditions contained in this Agreement. Any ambiguities in this Agreement may not be construed against the drafter.

11. Notices.

- a. All notices, demands, requests, or replies provided for or permitted under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (3) by prepaid telegram; (4) by deposit with an overnight express delivery service, for which service has been prepaid; or (5) by fax transmission.
- b. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax transmission will be deemed effective upon transmission, with proof of confirmed delivery.

- c. All such communications must only be made to the following:

If to the City:

City of Corpus Christi
Attn: Assistant City Manager for
Housing and Community Development
P.O. Box 9277
Corpus Christi, Texas 78469-9277
(361) 826-3232 Office

If to Habitat:

Habitat for Humanity Corpus
Christi, Inc.
Attn: Executive Director
P.O. Box 3032
Corpus Christi, Texas 78463-3032
(361) 289-1740 Office
(361) 289-1901 Fax

With a copy to:

City of Corpus Christi
Attn: Director
Housing and Community Development Dept.
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-3044 Office
(361) 826-3005 Fax

- d. Either party may change the address to which notice is sent by using a method set out above. Habitat shall notify the City of an address change within 10 working days after the address is changed.

12. Warranties. Habitat warrants and represents to the City the following:

- a. Habitat is a duly organized, validly existing entity in good standing under the laws of the State of Texas and has all authority to carry on its business as presently conducted in Corpus Christi, Texas.
- b. Habitat has the authority to enter into and perform, and will perform, the terms of this Agreement.
- c. Habitat has timely filed and will timely file all local, State, and federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.
- d. The parties executing this Agreement on behalf of Habitat are duly authorized to execute this Agreement on behalf of Habitat.

13. Events of Default. The following events constitute a default of this Agreement:

- a. Failure of Habitat to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.

b. The City determines that any representation or warranty on behalf of Habitat contained in this Agreement or in any financial statement, certificate, report, proposal, or opinion submitted to the City in connection with this Agreement was incorrect or misleading in any material respect when made.

c. Any judgment is assessed against Habitat or any attachment or other levy against the property of Habitat, with respect to a claim, remains unpaid, undischarged, or not dismissed for a period in excess of 30 days.

d. Habitat has made an assignment for the benefit of creditors.

e. Habitat has filed a petition in bankruptcy or is adjudicated insolvent or bankrupt.

f. If taxes on property owned by Habitat become delinquent and Habitat fails to timely and properly follow the legal procedures to protest or contest.

14. Relationship of Parties. In performing this Agreement, the City and Habitat shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

15. Nonassignment. Habitat may not assign, mortgage, pledge, or transfer this Agreement or any interest contained in this Agreement without the prior written consent of the other party to this Agreement.

16. Disclosure of Interests. In compliance with Section 2-349 of the City's Code of Ordinances, the Recipient shall complete the City's Disclosure of Interests form, which is attached to this Agreement as **Exhibit A**, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Agreement.

Habitat agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

17. Certificate of Interested Parties. (Exhibit B). Habitat agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

18. Non-discrimination. Habitat may not discriminate nor permit discrimination against any person or group of persons on the grounds of race, gender, disability, religion, age, or national origin in any manner prohibited by the laws of the United States or the State of Texas. The City retains the right to take any action the United States or the State of Texas may direct to enforce this non-discrimination covenant.

19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

20. Entire Agreement. This Agreement and the referenced and incorporated documents constitute the entire agreement between the City and Habitat for the purpose stated. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Agreement, unless contained in this Agreement, are expressly revoked, as the parties intended to provide for a complete understanding, within the provisions of this Agreement and its referenced and incorporated documents, of the terms, conditions, promises, and covenants relating to each party's required performance under this Agreement.

(EXECUTION PAGE FOLLOWS)

CITY OF CORPUS CHRISTI

Margie C. Rose
City Manager

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on _____, 2017,
by Margie C. Rose, the City Manager of the City of Corpus Christi, a Texas home-rule
municipal corporation, on it's behalf.

NOTARY PUBLIC, State of Texas

HABITAT FOR HUMANITY CORPUS CHRISTI, INC.

Brooke LaClair
President

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on _____, 2017,
by Brooke LaClair, President of Habitat for Humanity Corpus Christi, Inc., a Texas
nonprofit corporation, on behalf of the corporation.

NOTARY PUBLIC, State of Texas



EXHIBIT A

CITY OF CORPUS CHRISTI - DISCLOSURE OF INTERESTS

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." See the definitions for the Disclosure of Interest in Section II - General Information.

COMPANY NAME: _____

MAILING ADDRESS: _____ CITY: _____ ZIP: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other ()

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach a separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
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2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
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3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission, or Committee
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4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
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CERTIFICATE: I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

EXHIBIT B

ATTACH FORM 1295