

**Funding Agreement
Between
Collin County
Housing Finance Corporation
and
North Collin County Habitat for Humanity**

That Collin County Housing Finance Corporation (hereinafter referred to as "Corporation"), and North Collin County Habitat for Humanity, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Habitat")' enter into this Funding Agreement to set out the terms and conditions governing the award of Corporation funds to Habitat for the purposes set out herein.

WHEREAS, the Corporation finds that the expenditure of Corporation funds to Habitat is in the best interest of Collin County Housing Finance Corporation and Collin County citizens; and

WHEREAS, the Corporation has determined that the housing finance assistance project may be constructed most economically by implementing this Agreement; and

WHEREAS, the Corporation finds that expending Corporation funds for the purpose stated above is a valid purpose; and

WHEREAS, Corporation has funds to make available in the amount of **\$220,000.00** to Habitat for the purposes set forth in this Agreement; and

WHEREAS, the Corporation and Habitat find that this Agreement will benefit the citizens of Collin County by providing additional and/or enhanced housing and sheltering; and

WHEREAS, Habitat through the application process, has demonstrated that it has the ability to perform such services. Habitat further agrees to begin said project within six (6) months and complete said project within eighteen (18) months;

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

ARTICLE I

This Agreement provides the terms and conditions under which Corporation will make available the sum of **\$220,000.00** to be used toward new construction and/or rehabilitate single-family low-income housing by providing funds for services as described in the application. The source of these funds is revenues generated by the Corporation. In consideration of the Corporation providing funding specified herein, Habitat shall abide by the terms and conditions of this Agreement.

ARTICLE II

Habitat shall use any and all funds furnished by Corporation under this Agreement for the purposes outlined herein and in Exhibit "A" (attached hereto).

1. Should Habitat wish to utilize funds for any purpose other than those stated in the Application, Habitat must obtain approval from the North Collin County Habitat for Humanity Board of Directors, and Collin County Housing Finance Corporation. No change may occur unless:

- a. Approved by North Collin County Habitat for Humanity Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Review of proposed change by the Collin County Planning Board as evidenced by official minutes of the Board;
- c. Approval from Collin County Housing Finance Corporation.

All expenditures of funds must comply with this Agreement and the attachments hereto. Unexpended and unencumbered funds will revert to the Corporation.

ARTICLE III

Habitat may not assign any interest in this Agreement, whether in whole or part, without prior approval of the Corporation.

ARTICLE IV

The Corporation enters into this Agreement with Habitat for the purposes enumerated in Article I. Habitat asserts and agrees that Habitat is an independent contractor and not an officer, agent, servant or employee of Collin County Housing Finance Corporation or Collin County. Habitat has exclusive control over the details of the activities necessary to accomplish the purposes outlined herein and in Exhibit "A", and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondent superior does not apply as between Corporation and Habitat, its officers, agents, employees, contractors, subcontractors and consultants. Further, this Agreement does not create a partnership or joint enterprise between Corporation and Habitat.

ARTICLE V

Habitat estimates the total actual cost of the project to be \$1,435,000. The Corporation agrees to fund the cost to purchase, install or construct items described in Exhibit "A" in an amount not to exceed **\$220,000.00**. The Corporation shall **reimburse** Habitat for invoices paid by Habitat for cost related to the Project on a dollar for dollar matching basis.

Alternative payment schedules would require Collin County Housing Finance Corporation approval. Habitat shall be responsible for any costs that exceed the total estimated Project cost.

Habitat shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the Project, Habitat shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project.

ARTICLE VI

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE VII

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE IX

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE X

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XI

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XIII

NONDISCRIMINATION. Habitat shall not discriminate against any applicant or prospective applicant for residential housing, as well as any employee, independent Contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Habitat shall take affirmative action to ensure that applicants and prospective applicants for residential housing, as well as its employees and agents are treated without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not limited to the following: selection of applicants for residential housing, employment decisions, recruitment; layoff or termination; rates of pay or other forms of compensation. Habitat shall post in conspicuous places, available to persons applying for residential housing, its employees, agents, and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause.

ARTICLE XIV

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

ATTEST:

By: Georgia Shepherd
Name: Georgia Shepherd
Title: Administrative Secretary
Date: 1/14/14

COUNTY COLLIN HOUSING FINANCE CORPORATION, TEXAS

By: Keith Self
Name: Keith Self
Title: President
Date: 1/14/14
Executed on this 13th day of January
2014, by the Collin County
Housing Finance Corporation,
pursuant to HFC Court Order
No. 2014-03-01-13.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

NORTH COLLIN COUNTY HABITAT FOR HUMANITY

By: Celeste H. Cox
Name: Celeste H. Cox
Title: Executive Director
Date: 12/17/13
Executed on behalf of North Collin
County Habitat for Humanity

EXHIBIT "A"

The Corporation will provide the following funding assistance for housing project finance assistance:

- New Construction and/or Rehabilitation of single-family low-income housing

Total funding

\$220,000.00

Contact Information

The request for reimbursement should include copies of the invoice(s), check confirming payment, and any other supporting documentation submitted to:

Collin County
Teresa Nelson
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972-548-3744

Submission of electronic photos and quarterly reports:

Teresa Nelson
tnelson@collincountytexas.gov

Applicant's Project Manager Contact: (must be able to answer specific questions regarding project)

Name: Celeste H. Cox
Address: 2060 Couch Dr.
McKinney, TX 75069
Phone: 972-542-5300
Fax: 972-542-5159
Email: Celeste@ncc-habitat.com