

CITY OF NAPLES, FLORIDA GRANT AGREEMENT

This GRANT AGREEMENT (the "Agreement") made and entered into this 18th day of May, 2011, by and between the City of Naples (the "CITY"), a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council, and Habitat for Humanity of Collier County, Inc. (the "GRANTEE"), a Florida incorporated tax-exempt non-profit organization acting by and through its Board of Directors.

PRELIMINARY RECITALS

WHEREAS, the City has a Fund designated under City Council Resolution # 93-6882 with restricted monies for affordable housing activities within the City of Naples jurisdictional limits; and

WHEREAS, the Fund must be administered by an appropriate community agency for the purpose of increasing the supply of affordable housing available to very low income households within the City of Naples, through a mortgage assistance program, a housing rehabilitation program, or an affordable housing construction program, or a combination of any such programs; and

WHEREAS, the GRANTEE, is a well known and respected organization with experience and expertise in eliminating poverty housing and homelessness by building adequate, affordable, and basic housing; and

WHEREAS, the City Council finds the GRANTEE meets the City Council Resolution # 93-6882 definition as an "appropriate community agency," and the GRANTEE has expressed an interest in working with the CITY in affordable housing efforts; and

WHEREAS, the parties have determined the Fund can be most efficiently utilized and managed when the parties work cooperatively to address the CITY's affordable housing issues; and

WHEREAS; the CITY has determined this grant is for a worthwhile public purpose.

NOW THEREFORE BASED UPON THE MUTUAL COVENANTS PROVIDED HEREIN AND OTHER VALUABLE CONSIDERATION IT IS MUTUALLY AGREED AS FOLLOWS:

GRANT TERMS

By resolution and through the authority of the City Council, the CITY awards grant funding to the GRANTEE in the amount of One Hundred Eighty Two Thousand Eight Hundred Forty Three dollars (\$182,843). This Agreement shall become effective upon execution by both parties and shall remain effective thirty six (36) months, but no later

than July 1, 2014. It is intended the grant awarded by this Agreement will be restricted only to the uses herein described.

ELIGIBLE SCOPE OF WORK

The GRANTEE will use this grant to purchase by warranty deed single lot vacant bank foreclosed single family house(s) in a low and moderate income area within the City of Naples jurisdictional limits. This income area is geographically described as being bound by Creech Road on the north, the Gordon River on the east, 9th Street – North on the west, and 1st Avenue – North on the south. The grant is restricted to this use, within the City of Naples boundaries, and within the identified area only.

It is agreed and understood the GRANTEE, using its own financing mechanisms and resources, will rehabilitate the house(s) to appropriate CITY code standards and locate a GRANTEE identified family for placement into the newly renovated affordable home. It is further understood the family will be identified from a pre-qualified Habitat tenant listing of current City residents, and subject to a variety of GRANTEE tenant applicant terms and conditions to insure community and neighborhood stabilization.

The CITY reserves the right to approve the selected house(s) to be purchased with the CITY's grant. It is further understood the CITY shall be held harmless of any and all claims or legal actions arising from the use of the CITY's grant.

PAYMENT SCHEDULE

The CITY award to the GRANTEE is in the amount of One Hundred Eighty Two Thousand Eight Hundred Forty Three dollars (\$182,843). This grant awarded to the GRANTEE will be made in one payment to Habitat for Humanity of Collier County, Inc. The GRANTEE is a Florida not-for-profit corporation organized as an organization described in Internal Revenue Code 501(c)(3).

The GRANTEE will provide sufficient documentation to establish the grant funds were used for the "ELIGIBLE SCOPE OF WORK" described in the Section above. Further, the GRANTEE insures a minimum of \$60,950 of the grant funds are to be appropriately used within the first twelve (12) months of this Agreement. The balance of the funds, if any, will be used and equally documented within the time frame of this Agreement. Any remaining awarded funding not used and fully documented as to use will be returned to the CITY at the termination of this agreement, but no later than July 1, 2014.

CONFLICT OF INTEREST

The GRANTEE represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of this Agreement. The GRANTEE further represents no persons having any such interest shall be employed by GRANTEE for the performance of this Agreement.

GRANT MODIFICATION

No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

NOTICES AND ADDRESS OF RECORD

All notices required or made pursuant to this Agreement to be given by the GRANTEE to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

All notices required or made pursuant to this Agreement to be given by the CITY to the GRANTEE shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following address of record:

Habitat for Humanity of Collier County, Inc.
11145 Tamiami Trail East
Naples, FL 34113
Attention: **Sam Durso, M.D.**, President & CEO

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Section.

INSURANCE

The GRANTEE is required to submit a Certificate of Insurance naming the CITY as additionally insured. The certificate must be valid for the duration of this Agreement and be issued by a company licensed in the State of Florida and provide General Liability Insurance for no less than the following amounts:

- Bodily Injury Liability \$300,000 each claim per person
- Property Damage Liability \$300,000 each claim per person
- Personal Injury Liability \$300,000 each claim per person
- Worker's Compensation and Employer's Liability Statutory

The Certificate of Insurance must be delivered to the CITY within ten (10) days of execution of this Agreement. The GRANTEE shall not commence activities which are to be grant funded pursuant to this Agreement until CITY has received the Certificate of Insurance.

CHOICE OF VENDORS AND FAIR DEALING

The GRANTEE may select vendors or subcontractors to provide services as described in "ELIGIBLE SCOPE OF WORK" Section. The CITY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors. The GRANTEE agrees to disclose any relationship between GRANTEE and subcontractors and or vendors including but not limited to similar or related employees agents officers directors and / or shareholders. The CITY may in its discretion object to the

reasonableness of the expenditures. The reasonableness of the expenditures shall be based on industry standards.

INDEMNIFICATION

The GRANTEE agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the GRANTEE and persons employed or utilized by the GRANTEE in the performance of the Agreement.

TERMINATION

The CITY or GRANTEE may cancel this Agreement with or without cause by giving thirty 30 days advance written notice of such termination and specifying the effective date of termination. If the GRANTEE terminates this Agreement, CITY will pay GRANTEE for all grant expenditures incurred or contractual obligations incurred with subcontractors and vendors by GRANTEE up to and including the effective date of the termination so long as such expenses are eligible.

MISCELLANEOUS

This Agreement is not assignable, in whole or in part. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or affect whatever on this Agreement. The GRANTEE shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States.

APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY
CITY OF NAPLES, FLORIDA, A Municipal Corporation

By: _____
A. William Moss, City Manager

Date _____

ATTEST:

By: _____
Tara A. Norman, City Clerk

Approved as to form and legal sufficiency:
By: _____
Robert D. Pritt, City Attorney

GRANTEE
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC.
A Florida Incorporated Tax-exempt Non-profit Organization

By: _____
Title

Date: _____

Witness: _____

(CORPORATE SEAL)