

Hurricane Harvey Repair Grant Application and Agreement
by and between the City of Dickinson and

This agreement (“Agreement”) by and between the City of Dickinson (the “City”), a home-rule municipal corporation of the state of Texas, and _____ (“Applicant”), is effective as of this ___ day of _____, 20__ (the “Effective Date”) and is entered into for the purpose of providing funds to assist in rebuilding a home or a business impacted by Hurricane Harvey within the City in a timely manner that will maintain the City’s ad valorem and sales tax revenues, along with other benefits for the City as a whole.

RECITALS

WHEREAS, the City has received funds from various individuals, businesses, and other organizations (“Donations”) to assist its citizens with rebuilding after the devastating effects of Hurricane Harvey; and

WHEREAS, many of the owners of homes and businesses flooded during Hurricane Harvey do not have flood insurance to mitigate the flooding damage that occurred during Hurricane Harvey; and

WHEREAS, rebuilding homes and businesses will benefit the community by maintaining property values and sales tax revenues; and

WHEREAS, expeditiously rebuilding homes and businesses damaged by flooding during Hurricane Harvey will also benefit the City by encouraging the retention of its residents and businesses; and

WHEREAS, the City Council of the City of Dickinson, Texas finds that is of benefit to the City as a whole to assist in timely rebuilding efforts through use of a grant program funded by Donations; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, including and incorporating the above Recitals, the Parties agree as follows:

AGREEMENT

1. Project. In consideration for the grant funds provided by the City, the Applicant agrees to complete the scope of work detailed in Exhibit A in accordance with the following terms and conditions (the “Project”).
2. Grant Amount. The City shall provide financial assistance directly to the Applicant in the amount of _____ dollars (\$_____.00) in accordance with the terms and requirements of this Agreement (“Funds”). The City shall not be liable for payment of Funds in excess of the amount provided in this Section, regardless of the actual costs incurred in completion of the Project.

3. Independent Contractor. Applicant, acting as an independent contractor and not as an agent of the City, shall furnish all management, labor, materials, services, supervision, tools, equipment, licenses and permits necessary to complete the Project. Applicant is solely responsible for all contracts and payments related to or arising from the Project.
4. Compliance. Applicant must adhere to all applicable rules, regulations, and laws, including building codes, safety rules and securing of all required permits.
5. Term; Completion of Project. Applicant agrees to use the Funds exclusively for the Project. Applicant further agrees to complete the Project by July 1, 2018. The Project shall not be deemed complete until all work is approved in writing by the City inspectors.
6. Termination. This Agreement may be terminated by the Applicant at any time by providing notice to the City in writing. If the Applicant does not commence the Project, or does not complete the Project or obtain an extension of this Agreement in accordance with Section 5, the City may terminate this Agreement in writing. If this Agreement is terminated by either party prior to completion of the Project, the Applicant shall be liable for and shall reimburse the City for the amount of Funds received under this Agreement.
7. Representations. The Applicant represents to the City that the following statements are true and accurate.
 - The Applicant is the owner of the property identified in the Project; or the Applicant has the written authorization of the property owner to commence and complete the Project and will provide proof of such authorization to the City upon request.
 - The Applicant acknowledges that the Funds provided are for the mitigation of flood damage to the structures of the home/business at _____ only, as detailed in Exhibit A, and shall not be used for any other purpose.
 - The Applicant agrees that the damage being mitigated under this Agreement was caused by the recent flooding related to Hurricane Harvey, and was not a pre-existing condition of the structure.
8. Intended Beneficiaries. The intended beneficiaries are the Parties to this Agreement. This Agreement is not intended to benefit any contractor, subcontractor, or other non-Party. No third party beneficiary rights are created or intended by this Agreement.
9. INDEMNIFICATION. APPLICANT AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM ANY LIABILITY, INJURY, CLAIM, EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF OR RELATED TO ANY PROJECT HEREUNDER. APPLICANT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FOR ANY ENVIRONMENTAL LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY UNDER CERCLA AND ANY OTHER STATE OR FEDERAL ENVIRONMENTAL LAW IS CURRENTLY EXISTING OR LATER ENACTED, ARISING OUT OF OR RELATED TO ANY PROJECT HEREUNDER.

10. Sole Source. Applicant agrees and acknowledges that the City has only appropriated \$ _____ for this Agreement. Under no circumstances shall the City be liable for payment of Funds from donations, the City's General Fund or from any other City revenue sources in excess of the amount appropriated.
11. Verification not to Boycott Israel. By executing this Agreement below, the Applicant verifies that the Applicant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
12. Miscellaneous. The laws of the State of Texas govern this Agreement and venue shall be in Galveston County, Texas. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

CITY OF DICKINSON:

By: _____
City Administrator
Date: _____

ATTEST:

Alun Thomas
City Secretary

(SEAL)

APPLICANT: _____

By: _____
Name: _____
Date: _____

EXHIBIT A - APPLICATION FOR HURRICANE HARVEY REPAIR GRANT

Property Address: _____

Your Name: _____

Your Phone Number and/or email address: _____

Are you the owner of the property listed above? (Circle one) Yes / No

Is this address a home or business? _____

If business, what type of business? _____ **# of employees:** _____

of employees that live in Dickinson: _____

Briefly describe the impact of Hurricane Harvey on your home or business (you may attach up to 5 pictures to this application): _____

Scope of Work: If your application is approved, what repair work will you do with the money? (Provide a detailed description. Attach extra pages if needed): _____

Approximate cost to complete the work above, including costs of materials: \$ _____

Have you or will you receive insurance coverage or other donations to offset the cost of repairs? If so, how much? \$ _____

I HEREBY CERTIFY THE INFORMATION ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS APPLICATION IS FOR FUNDS THAT WILL BE USED EXCLUSIVELY FOR REPAIR WORK TO STRUCTURES AT THE ADDRESS LISTED ABOVE DAMAGED AS A RESULT OF FLOODING RELATED TO HURRICANE HARVEY.

Signature of Applicant: _____ **Date:** ____/____/____