



HISTORIC
FRANKLIN
TENNESSEE

ITEM #18
WRK S 01/12/10

MEMORANDUM

December 30, 2009

TO: City of Franklin Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Vernon Gerth, ACA-Community and Economic Development
Clay Matthews, Housing Development Coordinator

SUBJECT: CDBG Fair Housing and Homeownership Counseling and Outreach Sub-Recipient Agreement

Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) to consider a sub-recipient agreement with GAP Community Development Resources, Inc. in the amount of \$15,306 for providing an approved Community Development Block Grant (CDBG) Fair Housing and Homeownership Counseling and Outreach program to moderate- and low-income families.

Background

The City of Franklin has identified affordable housing development as an important issue in the community. In 2007, the City completed a three-year strategic plan or "Consolidated Plan" for addressing this issue. This plan is updated annually, endorsed by the BOMA, and approved by U.S. Department of Housing and Urban Development (HUD).

In consideration of the increasing number of foreclosures, one of the strategies included in this year's plan was to provide fair housing and homeownership counseling and outreach to moderate- and low-income families. The City solicited proposals from qualified non-profit firms and GAP Community Development Resources, Inc. was selected to provide this valuable service during the next year. In accordance with CDBG program guidelines and after successfully completing the required documentation, GAP will receive \$15,306 in CDBG funds. A proposed sub-recipient agreement with GAP Community Development Resources, Inc. is attached for your review.

Financial Impact

There would be minimal financial impact from this agreement. As an "entitlement city", the City of Franklin receives approximately \$270,000 in CDBG funds annually to facilitate HUD approved housing programs. The \$15,306 will be disbursed from these funds in accordance with CDBG program guidelines.

Recommendation

The Affordable/Workforce Housing Advisory Committee and staff recommend approval of the proposed arrangement and sub-recipient agreement.

CONTRACT FOR THE FAIR HOUSING AND HOME OWNERSHIP COUNSELING PROGRAM

This Contract, made and entered into this ____ day of _____, 2009, by and between the City of Franklin, (hereinafter "The City") and GAP Community Development Resources, Inc. (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY continues to be eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program, the term of the contract is twelve (12) months; and

WHEREAS, THE CITY desires to contract with GAP Community Development Resources, Inc., as a housing related non-profit organization, to provide Fair Housing and Homeownership counseling and outreach to low to moderate income residents of the City of Franklin who receive assistance from the Community Development block Grant; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will work under the direction of the Assistant City Administrator for Community and Economic Development and the Housing Development Coordinator or their designee. THE ORGANIZATION will carry out activities necessary to guide the development of the Fair Housing and Homeownership counseling program for the City of Franklin and associated public meetings and notices.

THE ORGANIZATION will provide technical assistance in achieving and maintaining program compliance, as well as, assist in preparing for and the execution of monitoring visits by Federal and/or State officials.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE ORGANIZATION will perform the duties described above and take any actions necessary to accomplish the spirit of this agreement.
- B. THE ORGANIZATION will submit regular reports (no less than quarterly) as directed by THE CITY detailing the progress of their project.
- C. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive up to \$15,000.00 for the services outlined above from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall be performed over a 12 month period.
- B. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. The Schedule of Payments, if applicable, is attached as Exhibit B.
- C. Invoices may be submitted monthly or quarterly as agreed.
- D. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail to the address listed below for each party.

Clay Matthews
City of Franklin City Hall
109 3rd Avenue, S.
Franklin, TN 37064

Daryl Hill
GAP Community Development Resources, Inc.
129 W. Fowlkes St., Suite 137
Franklin, TN 37064

SECTION 7 - STANDARD TERMS AND CONDITIONS

Incorporated into this contract is Exhibit C, Standard Terms and Conditions, which is attached hereto and made a part hereof.

SECTION 8 - SIGNATURES

THE CITY OF FRANKLIN

By: _____
John Schroer, Mayor

Date: _____

Attest:

Eric S. Stuckey City Administrator

Date: _____

Approved as to Form:

Shauna R. Billingsley, Interim City Attorney

COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY (CHP)

Authorized Signature

Date: _____

Exhibit A

{Insert THE ORGANIZATION's proposal}

Exhibit B

REQUIRED STANDARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

2. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

3. AUDIT REQUIREMENTS

A. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.

B. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

4. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. THE ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

5. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

7. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

8. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

9. ENTIRE CONTRACT AND MODIFICATION

The Contract between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

10. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

11. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

12. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

13. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

14. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.