

ITEM #35  
BOMA  
09/24/13



**Bentley**<sup>®</sup>  
Sustaining Infrastructure

Bentley Systems, Incorporated  
685 Stockton Drive,  
Exton, PA 19341  
Tel: 1 800 513 5103  
Fax: +1 (610) 458 2779

*emailed*

CITY OF FRANKLIN  
ENGINEERING  
Rec'd By: *SK* Date: *7-16-13*

www.bentley.com

*Brian Blake*

Business Partner No.: 4072884

*203-805-0433*

02 July 2013

City of Franklin  
Sarah Roop  
City of Franklin  
109 3rd Ave S  
FRANKLIN TN 37064-2519  
USA

SELECT Agreement: 10415227

Dear Sir/Madam,

**RE: Reminder for renewal of Bentley SELECT Subscription for your software licenses**

Our records show that your current Bentley SELECT Agreement is due for renewal on 29 September 2013. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

In accordance with the terms and conditions of your SELECT Program Agreement, we will be sending you an invoice for the next term of your contract as per the attached Renewal Quote. If your organization has a requirement to issue a Purchase Order, please use the attached Renewal Quote 40511775 as your reference. Please ensure you review the detailed listing of all your products and submit your PO promptly to Bentley Systems, Incorporated by 29 August 2013. This will ensure your Bentley SELECT services continue without interruption. Please contact your Bentley Sales Representative if you wish to review or discuss any aspect of this Renewal Quote.

The Bentley SELECT subscription program continues to deliver the most comprehensive investment protection program for your Bentley software, your team and the information they create. Renewal of Bentley SELECT (<http://www.bentley.com/en-US/Subscriptions/Bentley+SELECT/>) will ensure continuity of the following benefits:

- Flexible Licensing Options, including portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades, to name a few

Your Bentley SELECT Agreement is our commitment to continue to provide you and your organization with the highest levels of service. As an immediate benefit to you, we will be upgrading your SELECTserver to the latest version that will help you with better management of your Bentley assets. For details on the upgrade process, please click here.

Please do not hesitate to contact your Sales representative, or a Bentley representative here if you have any inquiries or require any assistance.

We look forward to continuing our mutually beneficial relationship for many years to come!!

Yours truly,

*Approved Paul Holza*  
*Note: Requires City Administrators Signature*  
*[Signature]*  
*Eric [Signature]*

Tel:  
Fax:  
E-mail:



**Bentley**<sup>®</sup>  
Sustaining Infrastructure

## Renewal Advice

RAS Number: 40511775  
Number of Pages: 2 / 3

Date: 02 July 2013  
Valid Until: 02 August 2013  
Customer ID: 4072884

Ship-to: City of Franklin  
Sarah Roop  
City of Franklin  
109 3rd Ave S  
FRANKLIN TN 37064-2519  
USA

Bill-to: City of Franklin  
Sarah Roop  
City of Franklin  
109 3rd Ave S  
FRANKLIN TN 37064-2519  
USA

Tel No:  
Fax No:

Tel No:  
Fax No:

If your organization is a subscriber to Bentley SELECT, the pricing listed on this page of the quote is prorated to the end of your current billing cycle. If applicable, future invoices will be generated based on the billing cycle shown on the following pages. The total from this first section of the quote is your immediate purchase value.

Subscriptions					
No.	Part # Description	Quantity	Unit Pricing		Total
10	2315/ Bentley PowerSurvey SELECT Subscription <i>Subscription Period 30 September 2013 Through 29 September 2014</i>	1	Gross Value	342.00	342.00
			Net Price	342.00	
20	4093/ Power InRoads SELECT Subscription <i>Subscription Period 30 September 2013 Through 29 September 2014</i>	1	Gross Value	1,675.00	1,675.00
			Net Price	1,675.00	
<b>Subscription Sub Total</b>					<b>2,017.00</b>
<b>Total of Immediate Purchase</b>					<b>2,017.00</b>
<b>Grand Total of Quote (over life of contract)</b>					<b>2,017.00</b>
<b>Currency</b>					<b>USD</b>



# Renewal Advice

RAS Number: 40511775  
Number of Pages: 3 / 3

**\*\* Note:**

Pricing is only applicable to the products and quantities contained within this quote and may not be applied to a subset of the quotation. If you are a SELECT Subscriber, the terms of your SELECT Program Agreement shall apply to any purchases made pursuant to this quote.

Your payment term shall be: Net 30 Days

Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

**Agreed and accepted by:**

*Eric Steady*  
(Subscriber's Signature)

Vernon Greth  
(Subscriber's Name)

ACA - Community & Economic Development  
(Title)

9-9-13  
(Date)

Bentley Contact:  
Name:  
Tel:  
Fax:



200 South Fifth Street | Suite 503 N | Louisville, KY 40202  
T: 502-585-3919 | F: 502-585-5561 | [www.PeritusPR.com](http://www.PeritusPR.com)



Peritus

**THE CITY OF FRANKLIN**

***AGREEMENT FOR PUBLIC RELATIONS SERVICES***

August 13, 2013

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200 South Fifth Street | Suite 503 N | Louisville, KY 40202  
T: 502-585-3919 | F: 502-585-5561 | www.PeritusPR.com

August 13, 2013

Milissa Reierson  
The City of Franklin  
109 3rd Avenue South  
Franklin, TN 37064

### **Terms**

For a term beginning upon execution of this agreement, Peritus will provide Public Relations Services to the City of Franklin as detailed in the attached Scope of Work. As compensation for our services, Peritus will be paid a total amount not to exceed \$10,000, to be invoiced in monthly increments of \$2,000 over a five-month period, based on the work detailed in the attached Scope of Work. Services outside of the agreed upon scope may be negotiated on a per project basis but are not approved unless memorialized in writing and executed by authorized representatives of both parties.

### **Payment Terms**

(a) Peritus will provide the City of Franklin with an invoice, payable within 30 days, which represents progress billing and includes an itemized description of services actually rendered on your behalf during the preceding calendar month.

(b) Peritus reserves the right to suspend or terminate all service to the City of Franklin without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.

### **Expenses**

Expenses shall be borne by Peritus.

### **Indemnity**

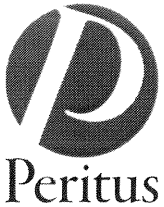
It is acknowledged that Peritus cannot undertake to verify facts supplied to Peritus by the City of Franklin, or factual matters included in material prepared by Peritus and approved by the City of Franklin.

### **Ownership of Materials**

(a) All materials submitted or developed by Peritus for the City of Franklin and any other tangible work product produced by Peritus specifically on behalf of the City of Franklin during the term of this Agreement (collectively, "Materials"), shall, as between Peritus and the City of Franklin, be deemed the City of Franklin's property exclusively (subject, however, to any licensed third party rights retained therein), provided that the City of Franklin fulfills its obligations pursuant to this agreement.

All such Materials belonging to the City of Franklin which are eligible for copyright protection in the United States or elsewhere shall be deemed works made for hire. If any such Materials are

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deemed for any reason not be a work made for hire, Peritus, without further consideration, assigns all such rights, title and interest in the copyright of Materials to the City of Franklin, and Peritus agrees, at the request but no additional expense of the City of Franklin, to execute and deliver such documents and instruments as shall be necessary to evidence the City of Franklin's ownership and copyright interest therein.

(b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by Peritus on behalf of the City of Franklin consist of material that was owned by, or licensed to, Peritus, prior to its execution of this Agreement and any computer software or elements thereof that may have been developed by Peritus in connection with its services hereunder, which shall remain Peritus' property.

### **Entire Agreement**

This Agreement, including the attached Scope of Work, together with the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby made apart hereof, as well as the Procurement Agreement to which this Agreement is attached, comprises the entire Agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in the written contract shall be valid or binding; this Agreement may not be modified in any way without the written agreement of the parties.

### **Dispute Resolution**

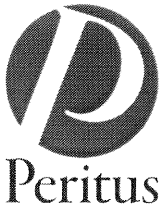
If a dispute arises between the parties, each party agrees to negotiate in good faith to reach a mutually agreeable resolution. Notwithstanding the foregoing, the parties may, after failing to reach a mutually agreeable resolution, pursue remedies available at law or equity and in accordance with the provisions of this Agreement.

### **Duration**

(a) Peritus' appointment under this Agreement shall be upon execution and shall terminate not later than six months thereafter.

(b) Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by the City of Franklin to Peritus, Peritus shall transfer, assign and make available to the City of Franklin all property and materials in its possession or control belonging to the City of Franklin.

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## **ATTACHMENT A: SCOPE OF WORK**

### ***SERVICES TO BE PERFORMED BY PERITUS***

The following is an outline of the proposed tactics and strategy we recommend undertaking on your behalf.

#### **Description and timing of Services to be Provided:**

##### **September**

###### Tasks

- Identify spokespeople
  - students for use in advertising
  - student volunteers for distribution of starter kits
  - parents for in-store banner displays
  - teachers and business owners for posters
- Set up speakers bureau engagements
- Conceptualize social media timeline and design for launch in October

###### Deliverables

- Starter kits
- Posters
- In-store banner displays and coordinate with local retailers
- Web text
- Content for newsletters
- Print ads
- Billboard ads

##### **October**

###### Tasks

- Coordinate students deliver starter kits
  - Pitch media to cover starter kit delivery
  - Coordinate print ads to run in Williamson A.M. and Williamson Herald
  - Coordinate billboard ads to run in appropriate locations
  - Coordinate in-store banner displays to run in retail stores
  - Distribute newsletter content
  - Coordinate speaking appearances
  - Begin planning of the Buddy System event
-



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### Deliverables

- Social media content calendar
- Strategic plan for Buddy System event

### **November**

#### Tasks

- Monitor print ads in Williamson A.M. and Williamson Herald
- Monitor billboard ads
- Monitor success of in-store banner displays
- Continue to look for speaking appearances
- Maintain social media calendar
- Implement Buddy System event

### **December**

#### Tasks

- Monitor print ads in Williamson A.M. and Williamson Herald
- Monitor billboard ads
- Monitor in-store banner displays
- Continue to look for speaking opportunities
- Maintain social media calendar

#### Deliverables

- Buddy System event wrap-up report

### **January**

#### Tasks

- Assess effectiveness of print ads and make recommendations for future
- Assess effectiveness of billboard ads and make recommendations for future
- Assess effectiveness of in-store banner displays

#### Deliverables

- Report on campaign activity and results
  - Report on recommendations for the campaign moving forward
-



# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
  
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
  
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor 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.
  
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin  
Attn: Purchasing Manager

Peritus \_\_\_\_\_  
Attn: CEO \_\_\_\_\_

Re: City of Franklin Contract No. 2013-0100

109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
FAX: 615/550-0079  
E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

200 South Fifth St. \_\_\_\_\_  
Suite 503 N \_\_\_\_\_  
Louisville, KY 40202 \_\_\_\_\_  
FAX: 502/585-5561 \_\_\_\_\_  
E-mail: [eric@perituspr.com](mailto:eric@perituspr.com) \_\_\_\_\_

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. 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.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
  
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
  
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement 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 these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
  
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

**CONTRACT FOR LAND ACQUISITION WITHIN THE CITY OF  
FRANKLIN, TENNESSEE  
(Contract Number: 2013-0109)**

This Contract, made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Franklin, (hereinafter "THE CITY") and Habitat for Humanity of Williamson County, Tennessee, Inc. (hereinafter "THE ORGANIZATION") for the purpose of providing funding for Land Acquisition within the City of Franklin, Tennessee pursuant to the Community Development Block Grant.

**WITNESSETH:**

**WHEREAS**, THE CITY has identified a need to provide land acquisition funding as part of the Program utilizing Community Development Block Grant funding; and

**WHEREAS**, THE ORGANIZATION is experienced in creating homeownership opportunities through the acquisition of land; and

**WHEREAS**, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

**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 carry out activities necessary to for land acquisition intended for new construction of housing for low-to moderate income owner occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less than 80% of median family income for the Nashville-Davidson-Murfreesboro-Franklin, TN, Metropolitan Statistical Area Metropolitan Statistical Area. Income limits are determined and published annually by the U.S. Department of Housing and Urban Development (HUD). THE CITY Municipal Code Section 21-710 establishes the initial sale and resale maximum sale/purchase price based on the HUD criteria and places a deed restriction on the unit for the purpose of preserving the long term affordability of the unit and to ensure its continued availability for low to moderate income households.

Incorporated into this contract is Exhibit A, the proposal by THE ORGANIZATION, which is attached hereto and made a part hereof.

**SECTION 2 - RESPONSIBILITIES OF PARTIES**

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this agreement.
- B. THE ORGANIZATION will submit regular reports (not less often 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 4 - TIME OF PERFORMANCE**

- A. THE ORGANIZATION shall expend all funds, complete the construction project(s) and sell the project(s) to an eligible homebuyer within a maximum of eighteen (18) months from the execution of a written agreement.
- B. THE ORGANIZATION shall completely and successfully obtain all required permits and begin physical construction or renovation work within twelve (12) months of execution of a written agreement.
- C. Upon purchase of the land, place a deed restriction on the initial sale and resale of the unit in accordance with Municipal Code Section 21-710.

**SECTION 5 - PAYMENT TERMS AND CONDITIONS**

- A. THE CITY shall reimburse THE ORGANIZATION for purchase 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 property prior to making any payments.

**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.

**Vernon J. Gerth  
City of Franklin  
City Hall  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064**

**SECTION 7 - 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.

**15. TERMINATION**

Either party may terminate Agreement, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.



**WITNESS our hands on the date as entered above.**

**CITY OF FRANKLIN, TENNESSEE**

**By:** \_\_\_\_\_  
**Dr. Ken Moore, Mayor**

**Date:** \_\_\_\_\_

**Attest:**


\_\_\_\_\_  
**Eric S. Stuckey, City Administrator**

**Date:** \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
**Kristen L. Corn, Staff Attorney**

**HABITAT FOR HUMANITY OF WILLIAMSON COUNTY, TENNESSEE, INC.**

  
\_\_\_\_\_  
**By:**

**Date:** \_\_\_\_\_

## **Exhibit A**

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the agreement.

## **Proposed Scope of Services**

### ***Habitat for Humanity of Williamson County***

Habitat for Humanity of Williamson County (HFHWC) proposes with this CDBG program to purchase land within the boundaries of The City of Franklin. This land will be for the new construction of an affordable home to a family that meets the qualifications of Habitat's Home Ownership Program.

Partner families are selected based on:

- 1) living in inadequate/substandard housing
- 2) meeting the financial requirements
  - a. demonstrate the ability (income verification) to pay the 0% mortgage
  - b. manageable debt and credit score verification
- 3) having limited income (30 - 60% of Area Median Income)
- 4) willing to earn up to 500 hours of "sweat equity" by actually building their or others
- 5) attend mandatory homebuyers' education classes
- 6) save \$2,000 for closing costs.

This program not only benefits the home owner but also enhances the community by potentially reducing deteriorated structures that may be in codes violations or foreclosure, as well as by allowing a property to be more civically productive and attractive to the neighborhood.

HFHWC throughout its history has worked cooperatively with the City of Franklin and has received and successfully administered the grant program in 2009. In addition, the affiliate continues to work with the Federal Home Loan Bank's Affordable Housing Program and The Housing Trust Fund.

HFHWC will purchase the land within six months of the grant agreement or prior to the end of calendar year 2013, whichever come first. Permits then will be obtained with the home build to occur between March and May of 2014 (within twelve months of the agreement). The actual build time is 9-12 days and the total build will be accomplished in eight weeks, well within the maximum of eighteen months from the execution of the agreement. All Habitat homes have future sale restrictions (owner-occupied for instance) and Habitat also has first right of refusal on resale.

HFHWC will serve as administrator for the program. In addition, the affiliate's Marketing Manager will promote the program and recognize those that are associated with the project, as well as conducts outreach to the community. Development and Fundraising will be conducted by the organizations Executive and Development Directors. The Family Services Director will perform the intake functions and record keeping to ensure the homeowner application and documents are verified and accurate. Inspections will be conducted respectively by certified inspectors and the homeowner also conducts a walk through at the completion of construction, which can be done in collaboration with the City of Franklin.

Attached is a copy of a Habitat architectural plan and elevation for the prospective home.

Below is a Sources and Uses of Funds chart for the new home construction project. The THDA Housing Trust Fund Grant, New Start Loan and FHLB Affordable Housing Program Grant have already been approved and will be utilized toward the project.

**Sources of Funds**

Sponsorships	70,000
THDA - Housing Trust Fund "Building Tennessee"	20,031
<b>Community Development Block Grant</b>	25,000
THDA - New Start Loan	12,811
Federal Home Loan Bank - Affordable Housing Program	13,745
<b>Total Build Revenue</b>	<b>\$141,587</b>

**Uses of Funds**

Building Materials	\$73,100
Average Price of Lot	29,858
Demolition / Site Work	2,239
Furnishings / Appliances	1,221
Soft Costs and Development Fees	35,169
<b>Total Building Expenses</b>	<b>\$141,587</b>

The *Uses of Funds* portion of this chart also shows the total costs of the project. Attached is a copy of a Build Schedule for the prospective home.

HFHWC is in discussions with several land owners about purchasing lot(s) within the City of Franklin, potentially in the Natchez and Rolling Meadows neighborhoods and will secure a property within six months. The property (site) will be appropriately zoned residential and no rezoning will be necessary. The timing (spring 2014 build date) and location (City of Franklin) of the CDBG lend themselves extremely well to Sponsorship opportunities. The sponsorship of a home essentially is the cost of the "sticks and bricks" which comes out to the \$70,000 as shown above. This project will most likely be our Habitat High or Nissan build. Habitat High is a service-learning activity that provides students the opportunity to raise funds for and participate in building a Habitat house. Habitat High will include approximately twelve high schools to help maintain an active cadre of 250+ student volunteers. Habitat High helps cultivate the next generation of community-minded young people by providing high school students an opportunity to raise funds for and actually construct a Habitat home for a lower-income family. The Nissan Build is sponsored by Nissan for the \$70,000 and they provide volunteers from the company to help construct the home.

HFHWC builds homes, community and hope for hard-working, lower-income families. We educate partner families to become successful first-time home owners, construct affordable, energy-efficient homes to reduce long-term utility costs and improve housing stability for families and neighborhoods. Research shows that benefits to homeowners include: improved safety and security for their families and their neighborhoods; improved health for family members; improved educational performance and better behavior among their children; and enhanced civic and political participation.

**ATTACHMENT A**

**COMPANY INFORMATION**

---

<b>Name of Organization</b>	<b>Habitat for Humanity of Williamson County</b>
<b>Business Address</b>	<b>511 West Meade Blvd. Franklin, TN 37064</b>
<b>Phone Number</b>	<b>615-690-8090</b>
<b>Name of Principal Owners (leave blank if publicly owned)</b>	_____
<b>Number of Years in Business</b>	<b>20 years</b>
<b>Location of office which would service THE CITY</b>	<b>511 West Meade Blvd. Franklin, TN 37064</b>

Attach any additional information regarding your firm's background, which would be useful in assessing your proposal.

## ATTACHMENT B

### References for Habitat for Humanity of Williamson County

---

Mr. Perry Pratt  
The Jones Company of Tennessee  
1221 Liberty Pike  
Franklin, TN 37067  
615-771-8006  
Providing Construction Expertise:

Mr. Ralph M. Perrey  
Executive Director  
Tennessee Housing Development Agency  
404 James Robertson Pkwy Ste 1200  
Nashville, TN 37243  
615-815-2200  
THDA Housing Trust Fund and New Start Loans

Ms. Alma McLemore  
Middle Tennessee Electric Management Company  
2156 Edward Curd Lane  
Franklin, TN 37067  
615-595-4697, Ext. 3817  
A founding member of HFHWC and served on our Board of Directors for several years

Mr. Paul Johnson  
The Housing Fund  
305 11<sup>th</sup> Avenue South  
Nashville, TN 37203  
615-780-7000  
Land Loans

Mr. Jack McCann  
McCann & Hubbard  
1804 Williamson Court  
Suite 201  
Brentwood, TN 37027  
615-377-3319  
Providing legal services and serving on our Board of Directors

ATTACHMENT C

FAIR EMPLOYMENT PRACTICE STATEMENT

AFFIDAVIT

STATE OF Tennessee

COUNTY OF Williamson

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is Executive Director of Habitat For Humanity of Williamson County (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, or handicapping condition.

Any further Affiant sayeth not.

Bernice Moore  
Signature

Bernice Moore  
Type/Print Name

Sworn to and subscribed before me on this 8th day of July 2013

Karon Elliott  
NOTARY PUBLIC

My Commission Expires: Oct 17, 2016



ATTACHMENT D

FORM OF NON-COLLUSIVE AFFIDAVIT

State of Tennessee

County of Williamson

Becket Moore, being first duly sworn, deposes and says that:

(1) He/She is Executive Director of HABITAT FOR HUMANITY OF WILLIAMSON COUNTY, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the The City of Franklin or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

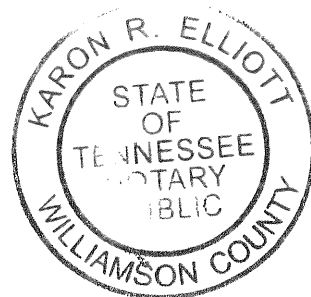
(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) Becket Moore Becket Moore  
Executive Director  
Title

Sworn to and subscribed before me on this 8<sup>th</sup> day of July, 2013

Karon Elliott  
Notary Public

My Commission Expires: Oct 17, 2016





ATTACHMENT E

CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 8th day of July, 2013

By: [Signature] (Signature of Authorized Official)

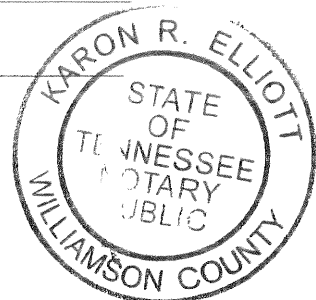
Executed  
10/3/2013  
Williamson Co

(Signature of Authorized Official)

Sworn to and subscribed before me on this 8th day of July, 2013

[Signature] Notary Public

My Commission Expires: Oct 17, 2016



**ATTACHMENT F  
HUD SECTION 3  
BIDDER CERTIFICATION AND COMPLIANCE AGREEMENT**

The bidder represents and certifies as part of its bid/offer the following:

Is a Section 3 Business concern in accordance with HUD Act of 1968 (12 U.S.C.1701u) (Section 3) Part 135. A Section 3 Business concern means a business concern:

1. That is 51% or more owned by Section 3 Residents(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken:

1. By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
2. By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable developments(s) owned and managed by the Housing Authority.
3. By providing written notice to all known Section 3 business concern of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
4. By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.
5. By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.
6. By conducting workshops on contracting procedures and specific contacting opportunities in a timely manner so that Section 3 concerns can take advantage of contracting opportunities.
7. By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, financing, insurance, etc.
8. Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
9. By developing and utilizing a list of eligible Section 3 business concerns.
10. By actively supporting and undertaking joint ventures with Section 3 businesses.
11. By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.
12. By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
13. By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
14. By arranging interviews and conducting interviews on the job site.
15. By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hire for employment opportunities.

Signature: Burman Title: Executive Director 1503.747 03  
W. Williamson Co.

Sworn to and subscribed before me on this 8<sup>th</sup> day of July, 2013

Karon Elliott  
Notary Public

My Commission Expires: Oct 17, 2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

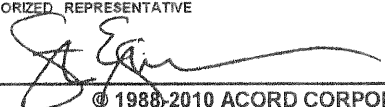
<b>PRODUCER</b> Lockton Affinity, LLC PO Box 873401 Kansas City MO 64187-3401	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-553-9002 E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ace American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Property &amp; Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace American Insurance Co.	22667	INSURER B: ACE Property & Casualty Insurance Co.	20699	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
<b>INSURED</b> Williamson County Habitat for Humanity 511 West Meade Blvd Franklin, TN 37064															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired and Non Owned <input type="checkbox"/> Auto Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL1065709-13	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			H08786860	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			C45418625	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> The City of Franklin City Hall 109 3rd Avenue South, Suite 135 Franklin, TN 37064	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



## NINE DAY/EIGHT WEEK BUILD SCHEDULE

### DAY ONE – SATURDAY (28 volunteers)

- Install wall panels & tie plates
- Install porch beams
- Install house wrap
- Install windows
- Build fly rafters
- Clean up site

### DAY TWO – SUNDAY (28 volunteers)

- Install fly rafters
- Install roof trusses & bracing
- Install hurricane straps & truss lift clips
- Assist paid crew with roof sheathing
- Install exterior doors
- Install insulation & wall wrap behind bathtubs only
- Install deadwood
- Clean up site

### DAY THREE – SATURDAY (28 volunteers)

- Install house corners & window trim
- Install siding & fascia
- Build out porch beams
- Clean house interior
- Caulk top & bottom plates & panel joints (internal)
- Install wall insulation
- Install blocking for drywall, cabinets & shelving
- Clean up site

### DAY FOUR – SATURDAY (28 volunteers)

- Clean house interior
- Paint interior walls 2 coats
- Continue installing siding & fascia
- Install porch posts
- Build storage shed
- Clean up site

### DAY FIVE – SATURDAY (28 volunteers)

- Complete installing siding & fascia
- Caulk siding & prep for painting
- Install interior doors, trim and baseboards
- Complete storage shed
- Clean up site

### DAY SIX – SATURDAY (28 volunteers)

- Paint siding & exterior trim 1<sup>st</sup> coat
- Complete installing interior doors, trim & baseboards
- Set and fill nail holes & caulk trim
- Install kitchen cabinets, vanities & countertops
- Install shoe molding on vinyl floors only
- Install front elevation detail, shutters, vents, etc.
- Clean up site

### DAY SEVEN – SATURDAY (28 volunteers)

- Paint siding & exterior trim 2<sup>nd</sup> coat
- Paint interior doors & trim 1<sup>st</sup> finish coat
- Install closet shelving
- Install crawl space rim board insulation
- Remove poly hanging below siding at foundation
- Clean up site

### DAY EIGHT – SATURDAY (28 volunteers)

- Install landscaping
- Install bath accessories, med. cabinets & door knobs
- Install mailbox & house numbers
- Paint interior doors & trim 2<sup>nd</sup> finish coat
- Prep floors for carpet installation
- Clean up site

### DAY NINE – SATURDAY (14 volunteers)

- Homeowner walkthrough
- Punch out interior
- Deep clean interior, clean windows & install screens
- Pressure wash porch walk & driveway
- Clean up site

**Schedule Notes** This schedule has been developed to facilitate the selection of volunteers, task leaders and crew leaders needed for a particular task. Please schedule your volunteers accordingly.

**Build Notes** Building begins at 7:30am. Volunteers need to arrive by 7:00am to allow time for registration. The build day could end anywhere between 4:00 & 5:00pm. You don't need to bring your own tools; we'll have everything provided. If you want to bring your own hand tools & tool belt, you are welcome to do so; however, please make sure that they are clearly labeled so they don't get lost in the shuffle of Habitat tools. Open-toe, open-heel shoes are not permitted at the build site. Tennis shoes or work boots are best. If it is raining, you might want to bring an extra pair of shoes for the ride home because the site can get muddy! **We build rain or shine, so if it looks cloudy, please bring a poncho.**

**Volunteer Coordinators** should become familiar with this schedule so that you can assist your volunteers in selecting appropriate days for participation.

**Questions?** Call the Habitat Office at 615-690-8090 ext. 5616 to speak with our Volunteer Coordinator.



## 2013 – 2017 Strategic Plan

---

The strength of Habitat for Humanity of Williamson County comes from the life-changing impact its dedicated staff and volunteers make in the lives of the families it serves. Its unwavering commitment to continue meeting these needs provides the foundation for its five-year strategic plan.

This 2013 to 2017 plan, commissioned by Habitat for Humanity of Williamson County's board of directors, represents the work of a staff- and volunteer-lead planning committee, guided by Lighthouse Counsel.

Many individuals—community business and civic leaders, staff, board members, volunteers, clergy, donors and homeowners—provided insight that helped shape this plan's overall directives.

Supported by a revised mission statement, this strategic plan will guide the way HFHWC works, both internally and externally, to support its mission. It reflects a strategic framework highlighting five focal areas:

- Program and Service Mix
- Financial Development
- Board Development
- Internal Structures and Processes
- Marketing and Communication

Each priority area states a main goal, undergirded by supporting objectives. Action steps will guide the plan's implementation and management.

### **Mission Statement**

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Habitat for Humanity of Williamson County (HFHWC) seeks to put God's love into action by partnering with communities to build affordable housing, inspiring hope and life-changing stability for families through home ownership.

## **2013 – 2017 Strategic Plan Outline**

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### **Program and Service Mix**

HFHWC WILL CONTINUE TO DEFINE, REFINE AND DEVELOP ITS PROGRAMS, SERVICES AND RESOURCES, HELPING THE FAMILIES IT SERVES TO BECOME SUCCESSFUL HOMEOWNERS AND CITIZENS.

#### **Primary Goal**

Define the programs and services on which HFHWC will concentrate for the next five years, with a focus on new/rehab home construction for first-time homeowners.

#### **Primary Objectives**

1. Review and assess current and projected programs and services
2. Identify geographic areas and neighborhoods for new and rehab construction
3. Identify new and strengthen existing collaborations and partnerships that serve the needs of HFHWC families

### **Financial Development**

HFHWC WILL UTILIZE A MAJOR GIFTS FUNDRAISING MODEL THAT FOCUSES ON RECOGNIZING AND DEVELOPING INDIVIDUAL RELATIONSHIPS, AS WELL AS STRENGTHENING PARTNERSHIPS WITH LOCAL CHURCHES, BUSINESSES AND FOUNDATIONS.

#### **Primary Goal**

Write and implement a comprehensive development plan to guide HFHWC in raising the funds needed to support its mission.

#### **Primary Objectives**

1. Develop testimonies and materials that will compel individuals and organizations to make gifts
2. Establish best practices for communicating with past, current and future donors
3. Establish a plan for increased presence and relationship-building within the local faith community, and among businesses and civic organizations

### **Board Development**

THE COMPOSITION OF THE BOARD WILL REFLECT WILLIAMSON COUNTY'S DIVERSITY AND PASSION FOR THE HFHWC MISSION.

#### **Primary Goal**

Craft and put into action strategies that further develop and support the HFHWC board.

### **Primary Objectives**

1. Define and implement board best practices that support HFHWC's execution of its strategic plan, with emphasis on member selection, fundraising, and training
2. Increase board to its maximum size of 24; consider bylaws revision to implement a three-year term for members, with no more than eight members rotating off of the board at one time
3. Develop a system for the annual review of board members' responsibilities, including committee chairpersons and committee appointments
4. Consider the establishment of an advisory board

### **Internal Structures and Processes**

HFHWC WILL FOSTER A WORK ENVIRONMENT THAT VALUES COMMITMENT TO HFHWC'S MISSION, GOALS AND OBJECTIVES, WHILE MEETING THE NEEDS OF THE STAFF AND VOLUNTEERS.

### **Primary Goal**

Create and institute practices and protocols that support and encourage the staff to perform effectively, with excellence, as individuals and as a team.

### **Primary Objectives**

1. Develop and prioritize plans for future staffing needs; revise organizational chart, as needed
2. Review and revise protocols for job performance reviews and job descriptions revisions
3. Utilize HFHI resources, seminars and workshops for staff development
4. Ensure a rewarding experience for HFHWC volunteers

### **Priority: Marketing and Communication**

CAPITALIZE ON THE HFHI BRAND TO INCREASE THE AWARENESS AND ENHANCE THE REPUTATION OF HFHWC IN THE COMMUNITIES WE SERVE.

### **Primary Goal**

Develop and implement a comprehensive marketing and communication plan to bring about a greater understanding and awareness of the work of HFHWC.

### **Primary Objectives**

1. Coordinate material mailings and electronic communications
2. Establish a plan for greater presence within the community (at events, etc.)
3. Update and refine website to keep current
4. Enhance media outreach:
  - a. Use television, videos, press releases, print and radio ads to spread Habitat's message
  - b. Leverage social media sites
5. Create a crisis-management communication plan

III. VERIFICATION

The Company hereby agrees to provide, upon request, documents verifying the information provided above.

Under penalty of perjury, I certify that I am the Executive Director (Title) of the Company, that I am authorized by the Company to execute this affidavit on its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature) Buckham

Name (printed) Becket Moore

State of Tennessee County of Williamson

Subscribed and sworn to before me this 9th day of July, 2013

Karon Elliott  
Notary Public

My Commission Expires: October 17, 2016

