



HISTORIC
FRANKLIN
TENNESSEE

ITEM #27

WRKS

11/26/13

MEMORANDUM

November 12, 2013

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator 
Chris Bridgewater, Director Building & Neighborhood Services
Kathleen Sauseda, Housing Coordinator

SUBJECT: Consideration of Contract 2013-0140 with Tennessee Fair Housing Council to Provide Fair Housing Outreach Services

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 Tennessee Fair Housing Council in the amount of \$29,754.91 for providing an approved Community Development Block Grant (CDBG) Fair Housing 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)

Financial Impact

This contract will be fully funded by the Community Development Block Grant Program (CDBG). The \$29,754.91 will be disbursed from these funds in accordance with CDBG program guidelines.

Recommendation

The Housing Commission and staff recommend approval of the proposed arrangement and sub-recipient agreement.

**CONTRACT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND TENNESSEE FAIR
HOUSING COUNCIL, INC. FOR THE FAIR HOUSING EDUCATION AND OUTREACH
PROGRAM**

COF Contract No. 2013-0140

This Agreement (hereinafter "Agreement"), made and entered into this ___ day of November, 2013 by and between the City of Franklin, (hereinafter "City") and the Tennessee Fair Housing Council, Inc. for the award of fund for the Fair Housing Education and Outreach Program.

WITNESSETH:

WHEREAS, the City is eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program; and

WHEREAS, the City desires to contract with the Tennessee Fair Housing Council, as a housing related non-profit organization, to provide Fair Housing Outreach within the City of Franklin; and

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

SECTION 1 - SCOPE OF SERVICES

Working under the direction of the Assistant City Administrator for Community Development or his designee:

The Tennessee Fair Housing Council shall undertake development of Fair Housing Outreach as set forth in Exhibit A, which is referenced as if fully incorporated herein.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. The Tennessee Fair Housing Council will perform the duties described above and take any actions necessary to accomplish the spirit of this Agreement.
- B. The Tennessee Fair Housing Council will carry out activities necessary to guide any associated public meetings and notices relative to the counseling program.
- C. The Tennessee Fair Housing Council will submit regular reports (no less than quarterly) as directed by the City detailing the progress of their project.
- D. THE CITY will provide funding for the program from the CDBG program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

The Tennessee Fair Housing Council will receive up to **Twenty-Nine Thousand Seven Hundred Fifty-Four Thousand Dollars and Ninety-One Cents (\$29,754.91)** for the services outlined herein from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall be performed upon contract award through June 30, 2014.
- B. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

The City shall reimburse the Tennessee Fair Housing Council 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.

- A. Invoices shall be submitted monthly including back up documentation for services rendered.
- B. Final payment will be subject to receipt of a final report that is satisfactory to the City.

SECTION 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
ACA Community Development
City of Franklin City Hall
109 3rd Avenue, S.
Franklin, TN 37064

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

The Tennessee Fair Housing Council shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

1. 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.
2. The Tennessee Fair Housing Council agrees to add section B, paragraph 1 to all contracts relative to this Contract and shall require their contractors to add the same paragraph in all sub-contracts relative to this Contract.

C. AUDIT REQUIREMENTS

1. This Agreement, 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.

2. THE City hereby notifies the Tennessee Fair Housing Council that a single audit is required for non-profit agencies receiving \$500,000 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.

D. CONFLICT OF INTEREST

The Tennessee Fair Housing Council 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 Tennessee Fair Housing Council 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 Tennessee Fair Housing Council 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 Tennessee Fair Housing Council or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

The Tennessee Fair Housing Council 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 Tennessee Fair Housing Council shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. CHOICE OF LAW; VENUE

This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. In the event of a dispute of litigation arising out of this Agreement, it is understood and agreed that this Agreement was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that the forum and venue for said litigation, including an action for Declaratory Judgment, shall be exclusively in the courts of Williamson County, Tennessee.

G. ASSIGNMENT

Neither the City nor the Tennessee Fair Housing Council may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The 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 the entire Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

If seeking any addition or modification to the Agreement, 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 Agreement, 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 Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

I. SEVERABILITY

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

J. 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.

K. 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 Tennessee Fair Housing Council with its Sales and Use Tax Exemption Certificate upon the Tennessee Fair Housing Council's request. The Tennessee Fair Housing Council 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.

L. WAIVER

Neither party's failure nor delay to exercise any of its rights or powers under the Agreement 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.

M. BREACH

Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement 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.

N. NO ATTORNEY-CLIENT RELATIONSHIP

By providing fair housing services to the City, the Tennessee Fair Housing Council is not acting as the City's attorney, and no attorney-client relationship has been or will be formed between the Tennessee Fair Housing Council and the City or any of its employees or elected officials by virtue of these services.

No information provided during training or other services shall be construed as legal advice.

No communication that takes place during training of officials and/or employees of the City shall be protected by attorney-client privilege. However, the Tennessee Fair Housing Council agrees that it will not use any communication received during training of officials and/or employees of the City as the basis for any fair housing enforcement action.

The City agrees to waive any claim of conflict of interest arising from the fair housing services the Council may be asked to provide.

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

TENNESSEE FAIR HOUSING COUNCIL

Date: _____

Authorized Signature
Tennessee Fair Housing Council