



MEMORANDUM

September 8, 2010

To: Board of Mayor and Alderman

From: Eric Stuckey, City Administrator *Eric*
Vernon Gerth, ACA-Community & Economic Development
Kathleen Sauseda, Interim Housing Development Coordinator

Subject: 2010-11 CDBG Emergency Repair Program Administration Contract 2010-0118 with
Community Housing Partnership of Williamson County.

Purpose:

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider of a contract (Contract 2010-0118) for \$174,254 between the City of Franklin and Community Housing Partnership of Williamson County (CHP) for administration services related to the CDBG Emergency Repair Program for the 2010-11 program year.

Background:

Since 2007, the Department of Housing and Urban Development (HUD) has recognized the City of Franklin as an “entitlement city”. As an entitlement community, the City of Franklin is eligible to receive Community Development Block Grant (CDBG) funding. On average, the City receives \$273,000 per year to support our community development activities that benefit low- to moderate-income families.

Annually the city requests proposals from agencies qualified to administer the Emergency Repair Program. Utilizing CDBG funds, this program assists low to moderate income elderly and/or disabled owner occupants in the Hard Bargain, Natchez, and other approved neighborhoods with emergency home rehabilitation services. CHP, who has administered this program the two previous years, was the lone applicant this year. In addition to renting homes and creating homeownership opportunities, CHP specializes in aiding low income, elderly, and disabled property owners with home repairs.

Financial Impact:

HUD regulations allow entitlement communities to utilize up to twenty percent of CDBG funding to cover program administration. Interim Housing Development Coordinator Kathleen Sauseda and CHP Executive Director Mr. Stephen Murray work together to review applications and provide regular reports to the Affordable/Workforce Housing Advisory Committee and HUD to insure compliance.

Recommendation:

The Affordable/Workforce Housing Advisory Committee and staff recommend approval of the proposed contract with CHP.

**CONTRACT FOR HOME REHABILITATION ASSISTANCE FOR LOW-MODERATE
INCOME RESIDENTS OF THE CITY OF FRANKLIN
(Contract Number: 2010-0118)**

This Contract, made and entered into this ____ day of _____, 2010, by and between the City of Franklin, (hereinafter "The City") and Community Housing Partnership of Williamson County (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Home Rehabilitation Program utilizing Community Development Block Grant funding; and

WHEREAS, THE ORGANIZATION is experienced in Home Rehabilitation projects and has met the certification requirements of providing Home Rehabilitation Assistance; 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 assist low to moderate income owner occupants of the City of Franklin, who are elderly and/or disabled with emergency-type home rehabilitation services. Items to be corrected must represent a health and safety hazard, with an emphasis on exterior repairs and major structural and mechanical deficiencies.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. A HUD required Environmental Review Report will be required.

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 3 – COMPENSATION

THE ORGANIZATION will receive One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per home for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses. The combined total of construction and services shall not exceed One Hundred Seventy-Four Thousand Two Hundred Fifty-Four and No/100 Dollars (\$174,254.00).

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall continue into the third program year funding (Fiscal Program Year 2010) upon full expenditure of second year program funding.
- B. The CITY has the option to renew this contract under the same terms and conditions for an additional 12 months based on the availability of CDBG Program Year 5 (7/1/2011 – 6/30/2012) funds allocated to the Emergency Home Rehabilitation Program, provided both parties agree in writing.
- C. Services shall begin no later than thirty (30) days following execution of this agreement.
- D. 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. Invoices may be submitted upon completion of the First Phase and Second Phase of each housing project as detailed in Attachment A.
- C. 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.

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

**Stephen Murray
Community Housing Partnership
of Williamson County
129 W. Fowlkes Street, Suite 128
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.

SECTION 8 - SIGNATURES

THE CITY OF FRANKLIN

By: _____
John Schroer, Mayor

Date: _____

Attest:

Eric S. Stuckey, City Administrator

Date: _____

Approved as to Form:

Kristen L. Corn, Staff Attorney

COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY (CHP)

Authorized Signature

Date: _____

Exhibit A

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