




MEMORANDUM

June 28, 2011

TO: Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator 
Vernon Gerth, ACA-Community and Economic Development
Kathleen Sauseda, Interim Housing Development Coordinator

SUBJECT: CDBG for Housing & Home Ownership Counseling Agreement
City of Franklin Contract #2011-0088

Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) for consideration of a sub-recipient agreement with GAP Community Development Resources, Inc. in the amount of \$16,000 for providing an approved Community Development Block Grant (CDBG) Fair housing and Homeownership Counseling and Outreach program to moderate and low-income families.

Background

The City of Franklin has identified affordable housing development as an important issue in the community. In 2010, the City updated its strategic plan or "Consolidated Plan" for addressing this issue through program year 2014-15. This plan is updated annually, endorsed by the BOMA, and approved by U.S. Department of Housing and Urban Development (HUD).

Financial Impact

The contract is fully funded by the Community Development Block Grant Program. The \$16,000 will be disbursed from this year's allocation in accordance with CDBG program guidelines.

Recommendation

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

**CONTRACT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND GAP COMMUNITY
DEVELOPMENT RESOURCES, INC. FOR THE FAIR HOUSING AND HOME OWNERSHIP
COUNSELING PROGRAM
COF Contract #2011-0088**

This Agreement (hereinafter "Agreement"), made and entered into this 28 day of June, 2011, by and between the City of Franklin, (hereinafter "THE CITY") and GAP Community Development Resources, Inc. (hereinafter "GAPCDR").

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 GAPCDR, as a housing related non-profit organization, to provide Fair Housing and Homeownership counseling and outreach to low to moderate income residents of the City of Franklin who receive assistance from the CDBG program; and

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

SECTION 1 - SCOPE OF SERVICES

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

GAPCDR shall undertake development of Fair Housing and Homeownership counseling services as set forth in Exhibit A, which is referenced as if fully incorporated herein.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. GAPCDR will perform the duties described above and take any actions necessary to accomplish the spirit of this agreement.
- B. GAPCDR will carry out activities necessary to guide any associated public meetings and notices relative to the counseling program.
- C. GAPCDR will submit regular reports (no less than quarterly) as directed by THE CITY detailing the progress of their project.
- D. GAPCDR will provide technical assistance in achieving and maintaining program compliance, as well as, assist in preparing for and the execution of monitoring visits by Federal and/or State officials.
- E. At the request of THE CITY, GAPCDR will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- F. THE CITY will provide funding for the program from the CDBG program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

GAPCDR will receive up to **Sixteen Thousand and No/100 Dollars (\$16,000.00)** for the services outlined above from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall be performed over a twelve (12) month period, from July 1, 2011 to June 30, 2012.
- 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 GAPCDR 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

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

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

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

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. GAPCDR 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 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.

2. THE CITY hereby notifies GAPCDR 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.

D. CONFLICT OF INTEREST

GAPCDR 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. GAPCDR further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by GAPCDR hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of GAPCDR or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

GAPCDR 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.

GAPCDR 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 GAPCDR may assign its rights or delegate its responsibilities under this contract without written consent of the other party.

H. 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.

I. 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.

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 GAPCDR with its Sales and Use Tax Exemption Certificate upon GAPCDR's request. GAPCDR 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 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.

M. 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: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

Eric S. Stuckey City Administrator

Date: _____

Approved as to Form:

Kristen L. Corn, Staff Attorney

GAP COMMUNITY DEVELOPMENT RESOURCES, INC.

Authorized Signature

Date: _____

Exhibit A

{Insert GAPCDR's proposal}