



HISTORIC  
FRANKLIN  
TENNESSEE


ITEM #25  
BOMA  
08/23/2011

## MEMORANDUM

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July 30, 2011

TO: City of Franklin 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: 2011-12 Emergency Shelter Grant – Contract 2011-0114 for \$34,275

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### **Purpose**

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider approval of Program Year 2011-12 Emergency Shelter Funding contract with the Tennessee Housing Development Agency (THDA) for \$34,275.

### **Background**

Since 2007, the City of Franklin has assisted the Tennessee Housing Development Agency (THDA) in administering the federally funded Emergency Shelter Grant (ESG) Program. The primary purpose of the ESG Program is for increasing the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families. Only Bridges, a domestic violence shelter, and My Friend's House of Williamson County are qualified to receive ESG funds within the City of Franklin. Staff is in the process of seeking proposals from the two agencies. A recommendation and sub-recipient agreements will be forth coming for consideration by the Board of Mayor and Alderman.

### **Financial Impact**

In accordance with CDBG program guidelines the City will receive \$1,632 for administering the ESG program. However, the specialty services not-for-profit entities such as Bridges and My Friend's House offer at-risk individuals and families in our community are immeasurable.

### **Recommendation**

Staff recommends accepting contract 2011-0114 and the administration responsibilities associated with dispersing the 2011-12 Emergency Shelter Grant.

06/11

<input type="checkbox"/> FA <input type="checkbox"/> Z <input checked="" type="checkbox"/> DA <input type="checkbox"/> RV CONTRACT NUMBER:				RFS NUMBER:		
<input type="checkbox"/> ID <input type="checkbox"/> GR <input type="checkbox"/> DG <input type="checkbox"/> MA <input type="checkbox"/> GU <input type="checkbox"/> GG <input type="checkbox"/> NC				_____ <b>ESG-11-26</b>		
<b>CONTRACT SUMMARY SHEET</b>						
<input type="checkbox"/> CONTRACTOR (VENDOR): <input checked="" type="checkbox"/> GRANTEE:				VENDOR ID NUMBER: <input type="checkbox"/> V <input type="checkbox"/> E		
City of Franklin				_____ 62-6000290		
STATE AGENCY OR DEPARTMENT: Tennessee Housing Development Agency				CONTACT PERSON: Coralee Holloway TELEPHONE: 815-2030		
ALLOTMENT CODE	COST CENTER	MAJOR OBJECT	MINOR OBJECT	GRANT CODE	SUB-GRANT CODE	CDFA NUMBER
316.20	62J	139	_____	_____	_____	14.231
CURRENT YEAR: BEGINNING DATE: July 1, 2011 TERMINATION DATE: June 30, 2012 CONTRACT AMOUNT: \$34,275.00 AMENDMENT AMOUNT: \$ _____				PRIOR YEAR: RFS NUMBER: _____ CONTRACT NUMBER: _____ AMOUNT: \$ _____		

ESTIMATED EXPENDITURES by FISCAL YEAR by FUNDING SOURCE:

FY	STATE	FEDERAL	INTERDEPT	OTHER	TOTAL
2011	\$ _____	\$34,275.00	\$ _____	\$ _____	\$34,275.00
20__	_____	_____	_____	_____	_____
20__	_____	_____	_____	_____	_____
20__	_____	_____	_____	_____	_____
20__	_____	_____	_____	_____	_____
<b>TOTAL</b>	<b>\$ _____</b>	<b>\$34,275.00</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$34,275.00</b>

**WORKING AGREEMENT ESG-11-26  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE HOUSING DEVELOPMENT AGENCY  
AND  
City of Franklin**

This Grant Contract or Working Agreement, by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" and the City of Franklin, hereinafter referred to as the "Grantee," is for increasing the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families; to operate these facilities and provide essential services; and to help prevent homelessness under the Emergency Shelter Grant Program, has further defined in the "SCOPE OF SERVICES" (the "ESG Program").

The Grantee is a Governmental Entity

The Grantee's address is: PO Box 305, Franklin, TN 37065-0305

The Grantee's Vendor ID is 62-6000290

The Grantee's place of incorporation or organization is Tennessee.

**A. SCOPE OF SERVICES:**

1. The Grantee shall provide all service and deliverables as required, described and detailed by this Scope of Services and shall meet all service and delivery timelines specified in this Scope of Services section or elsewhere in this Working Agreement.
2. To provide emergency shelter and transitional housing for homeless individuals and families, to provide for the operation of these homeless housing facilities; to provide essential services to the homeless; and to provide for homeless prevention activities, as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION, and ATTACHMENT C: BUDGET.
3. The following documents are incorporated by reference in this Grant Contract:
  - a. Title 24 Code of Federal Regulations, Part 576, the Emergency Shelter Grants Program: Stewart B. McKinney Homeless Assistance Act Regulations, (the "Federal ESG Regulations").
  - b. The United States Department of Housing and Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.
  - c.. THDA ESG Program Description and ESG Manual (the "THDA ESG Requirements").

In the event of a discrepancy, ambiguity or conflicting requirements regarding the Grantee's duties, responsibilities and performance under this Grant Contract, the more stringent requirement shall apply.

4. To comply with the Eligible Activity Requirements of 24 CFR 576, Subpart B, as applicable in accordance with the type of project assisted.

5. To comply with the Program Requirements of 24 CFR 576, Subpart E, as applicable in accordance with the type of project assisted.
6. To maintain records adequate to document compliance with 24 CFR 576.65, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the ESG Program. All records will be retained for a 4-year period in accordance with the requirements of 24 CFR Section 576.65(a).
7. To furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.

Collectively, items #1 - #7 above are referred to herein as the "Services".

**B. GRANT TERM:**

1. Grant Term. Funds available hereunder may be drawn down in accordance with THDA ESG Requirements during the period commencing on July 1, 2011 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
2. Period of Use Restrictions. This Grant Contract shall remain effective, regardless of the Grant Term specified above, for the period of use restrictions under 24 CFR 576.53 and 42 U.S.C. 11375(c), as applicable.

**C. PAYMENT TERMS AND CONDITIONS:**

1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed THIRTY FOUR THOUSAND TWO HUNDRED SEVENTY FIVE AND NO/100 (\$34,275.00). This amount, as shown on the Grant Budget which is attached and incorporated herein as a part of this Grant Contract as Attachment C, shall constitute the maximum amount due the Grantee for performance of the Services and of all of the Grantee's obligations hereunder. The Grant Contract Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Compensation Firm. The maximum liability of the State under this Grant is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the Services, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs.
4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the

total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Contract amount shall require a contract amendment.

6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation within forty-five (45) days following the end of the Grant Term. The report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices or any amounts submitted after the final grant disbursement reconciliation report.

If total payments made by the State for the period of this Grant Contract exceed qualifying expenditures, the Grantee shall refund to the State the difference. The refund shall accompany the final expenditure report.

The Grantee must close out its accounting records at the end of the Grant Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Grant Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this Grant Contract, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
9. Payment of Invoice. The payment of any invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee, all payments to the Grantee, under this or any other Contract the Grantee has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. The

Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

1. Required Approvals. The State is not bound by this Grant Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable State laws and regulations.
2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least 90 days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory Services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any Service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
4. Termination for Cause. If the Grantee fails to properly fulfill its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying", "Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally 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 grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454
10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development." Any such notices by the Grantee shall be approved by the State.
11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Housing Development Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at

<http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.

13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Tennessee Housing Development Agency, the Comptroller of the Treasury, or their duly appointed representatives.
14. Progress Reports. The Grantee shall submit periodic, progress reports to the State as requested.
15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the Executive Director of the Tennessee Housing Development Agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and/or state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the Tennessee Housing Development Agency, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other



transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee and the courts of the United States which are located within the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set

forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Ted R. Fellman, Executive Director  
Tennessee Housing Development Agency  
404 James Robertson Parkway, Suite 1114, Nashville, TN 37243-0900  
Telephone Number: 615-815-2200  
Facsimile Number: 615-532-5069

The Grantee:

Ken Moore, Mayor  
City of Franklin  
PO Box 305, Franklin, TN 37065-0305  
Telephone Number: 615-791-3217  
Facsimile Number: 615-790-0469

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the electronic transmission of such by telefax or email is received and confirmed by the designated recipient.

3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
4. Workpapers Subject to Review. The Grantee shall make all audit, accounting or financial analysis workpapers, notes and other documents available for review by the Tennessee Housing Development Agency, the Comptroller of the Treasury or their representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
5. Hold Harmless. To the extent permitted by State law, the Grantee agrees to indemnify and hold harmless the Tennessee Housing Development Agency and the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for the Tennessee Housing Development Agency and the State of Tennessee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to the State.

In the event of any such suit or claim, the Grantee shall give the Tennessee Housing Development Agency and the State of Tennessee immediate notice thereof and shall provide all assistance required by the Tennessee Housing Development Agency or the State of Tennessee in the

Tennessee Housing Development Agency's and/or the State of Tennessee's defense. The State shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent the Tennessee Housing Development Agency or the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it and its principles:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
7. Training. The Grantee agrees to attend all training sessions regarding management of the ESG Program which are scheduled by the State.
8. ESG Program Requirements. Under this Grant Contract, Grantee is receiving an allocation or grant of Emergency Shelter Grant Program funds. The Grantee understands these funds are made available through the United States Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Grantee agrees and certifies to comply with all applicable State and HUD requirements. Without limitation, Grantee specifically agrees and certifies as follows:
- a. The Grantee will abide with all the requirements of 24 CFR, Part 576, Emergency Shelter Grant Program.
  - b. The Grantee will match dollar-for-dollar the ESG funding it receives from the State with funds from other public or private sources.
  - b. The Grantee will comply with other applicable Federal Requirements in 24 CFR, Part 576, as follows:
    1. Section 576.57(a) Nondiscrimination and Equal Opportunity;
    2. Section 576.57(b) Applicability of OMB Circulars
    3. Section 576.57(c) Lead-Based Paint Poisoning Prevention Act;
    4. Section 576.57(d) Conflicts of Interest;
    5. Section 576.57(e) Environmental Review;
    6. Section 576.57(j) Executive Order 12372;

## 7. Section 576.59 Relocation and Acquisition.

- c. If the Grantee is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.23.
- d. The Grantee will administer the Grant according to the uniform administrative requirements of OMB Circular No. A-87 and the requirements of 24 CFR, Part 85, Sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51 and 85.52.
- e. If the Grantee is a non-profit organization, it will abide by the requirements of OMB Circular No. A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72 and 84.73.
- f. The Grantee will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
- g. The Grantee will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts J and K, as applicable.
- h. The Grantee will use ESG funds pursuant to its or the State's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 576.
- i. The Grantee will obligate all ESG grant funds to subrecipients within 180 days of the date the funds were made available to the State.
- i. The Grantee will maintain adequate documentation of homelessness status to determine eligibility of persons served by the ESG program.
- k. The Grantee will establish a formal process by which it may terminate ESG assistance to an individual or family who violates program requirements in accordance with 24 CFR Part 576.56(a)(3). The formal process adopted by the Grantee must allow for the due process of the terminated participant's rights through a grievance procedure that allows a hearing regarding the termination of assistance.
- l. The Grantee will ensure that at least one homeless or formerly homeless individual participates in a policy-making function within the organization in accordance with 24 CFR Part 576.56(b)(1). The Grantee will involve homeless individuals and families in the operation of the ESG-funded program through work or volunteer activities in accordance with 24 CFR Part 576.56(b)(2).
- m. The Grantee will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.
- n. The Grantee will require that any building for which ESG funding is used for renovation, major rehabilitation or conversion meet local government safety and sanitation standards.

In addition, the Grantee will ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.

- o. The Grantee will abide by the ESG use restriction requirements of 24 CFR 576.3 and 42 U.S.C. 11375(c) for a 10-year or 3-year period, as applicable, for any renovation, rehabilitation or conversion activity. If the ESG-assisted facility fails to meet the use restriction requirement for the specified period, the Grantee will repay the applicable ESG funds as directed by the State.
- p. The Grantee will provide a means of enforcing compliance with ESG program requirements, including use restriction requirements specified in 24 CFR 576.3 and 42 U.S.C. 11375(c). Enforcement may include liens on real property, deed restrictions, or covenants running with the land.

11. Drug Free Workplace. The Grantee will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Grantee's policy of maintaining a drug-free workplace;
  - 3. Any drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the Grant Contract be given a copy of the statement required by Paragraph E 11 (a);
- d. Notifying the employee in the statement required by Paragraph E 11 (a) that, as a condition of employment under the Grant Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the State in writing, within ten calendar days after receiving notice under Paragraph E 11 (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E 11 (d) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E 11 (a), (b), (c), (d), (e) and (f).
12. Corrective Action. If the State takes any corrective or remedial action as outlined in 24 CFR Section 576.67 that are the result of any action taken by the Grantee, the Grantee will take any action required to prevent a continuation of the deficiency, mitigate to the extent possible, its adverse effects or consequences, and prevent its recurrence. These remedies could, among other action, include repaying ESG funds.

**IN WITNESS WHEREOF:**

**Tennessee Housing Development Agency:**

\_\_\_\_\_  
Coralee B. Holloway, Director of Community Programs

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**  
**by City Attorney's Office**

By:           *Whe*          

Date:           8/2/11

## **ATTACHMENT A**

### **TENNESSEE HOUSING DEVELOPMENT AGENCY 2011 ESG PROGRAM DESCRIPTION OF GRANTEE ACTIVITIES**

**GRANTEE NAME: CITY OF FRANKLIN**

**I. The activities for the 2011 ESG Project shall consist of the following:**

1. Administer ESG funds through subrecipient agreements with the following non-profit agencies: Bridges of Williamson County and My Friends House.
2. Bridges of Williamson County and My Friends House will provide Emergency Shelter Services, Essential Services, and/or Homelessness Prevention to homeless individuals and/or families in Franklin, Tennessee.

**TENNESSEE HOUSING DEVELOPMENT AGENCY  
2011 ESG PROGRAM  
IMPLEMENTATION PLAN FOR ESG PROJECTS**

**GRANTEE: CITY OF FRANKLIN**

**I. The time table for completing the activities for the project shall be:**

- |    |                                                  |               |
|----|--------------------------------------------------|---------------|
| 1. | Determination of status for Environmental Review | July 1, 2011  |
| 2. | Release of funds                                 | July 1, 2011  |
| 3. | Begin providing services to homeless             | July 1, 2011  |
| 4. | Contract complete                                | June 30, 2012 |



**TENNESSEE HOUSING DEVELOPMENT AGENCY  
2011 ESG PROGRAM  
PROJECT BUDGET**

**GRANTEE NAME: CITY OF FRANKLIN**

<b>Funding Source</b>	<b>Rehab or Conversion</b>	<b>Essential Services</b>	<b>Operations</b>	<b>Homelessness Prevention</b>	<b>Admin Funds</b>	<b>TOTAL</b>
<b>ESG FUNDS</b>	\$	\$ 7,277	\$ 19,366	\$ 6,000	\$ 1,632	\$ 34,275
<b>Other Federal Funds</b>	\$	\$	\$	\$	\$	\$
<b>Other State Funds</b>	\$	\$	\$	\$	\$	\$
<b>Local Gov't or Agency Funds</b>	\$	\$ 7,277	\$ 19,366	\$ 6,000	\$ 1,632	\$ 32,275
<b>Private Funds</b>	\$	\$	\$	\$	\$	\$
<b>Donated Materials Labor/ Materials</b>	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$ 14,554	\$ 38,732	\$ 12,000	\$ 3,264	\$ 68,550