




HISTORIC
FRANKLIN
TENNESSEE

ITEM #16
WRKS 11/22/2011

MEMORANDUM

TO: Board of Mayor and Alderman

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

DATE: November 11, 2011

SUBJECT: CDBG Homeless Prevention Program Contract 2011-0176
BRIDGES Domestic Violence Center of Williamson County

Purpose

The purpose this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) in consideration of approving the CDBG Homeless Prevention Program contract with BRIDGES Domestic Violence Center of Williamson County for the delivery of Homeless Prevention Services during the 2011-12 program year.

Background

In accordance with the City's approved CDBG Consolidated Plan, the Department of Housing and Urban Development (HUD) assigns funding to implement projects and activities that prevent/eliminate blight, meet urgent need, and principally benefit persons of low and moderate income. Homelessness prevention programming is an activity that qualifies for support under the CDBG program guidelines and has been determined to be an area of needed support within the City's Consolidated Plan.

BRIDGES Domestic Violence Center has twelve years experience assisting homeless and domestic violence victims in their shelter. Approval of this contract will allow BRIDGES to continue their program assistance. In accordance with the Consolidated Plan, \$24,999 has been allocated to Homelessness in the City of Franklin.

Financial Impact

This contract is fully funded by HUD through the City's administration of the Community Development Block Grant Program.

Recommendation

Since this program coincides with the City's approved Consolidated Plan, approval of the proposed contract is recommended.

**CONTRACT FOR PROVIDING HOMELESS PREVENTION ELEMENTS FOR THE
CITY OF FRANKLIN
(COF Contract Number: 2011-0176)**

This Contract, made and entered into this ___ day of November 2011, by and between the City of Franklin, (hereinafter "The City") and BRIDGES Domestic Violence Shelter of Williamson County (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified the need to provide services to homeless persons and/or homeless prevention programs without bias to race, color, sex, national origin, disability or martial status within the City of Franklin utilizing Community Development Block Grant funding; 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 be required to reach out to the community and provide services for those persons in need without bias to race, color, sex, national origin, disability or marital status.

This will be accomplished as proposed in 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 herein and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.
- 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 a total of **Twenty-Four Thousand Nine-Hundred Ninety-Nine and No/100 Dollars (\$24,999.00)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall begin in the fifth program year funding (Fiscal Program Year 2011)
- B. The CITY has the option to renew this contract under the same terms and conditions for an additional twelve (12) months based on the availability of CDBG Program Year 6 (7/1/2012 – 6/30/2013) funds allocated to the CITY, provided both parties agree in writing.
- C. Services shall begin no later than thirty (30) days following execution of this Contract.
- D. This Contract 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 monthly
- 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 Contract 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

BRIDGES
Linda Crockett-Jackson
P.O. Box 1592
Franklin, TN 37064

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION 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

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.

C. AUDIT REQUIREMENTS

- i.. 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.
- ii. 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.

D. 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 Contract. THE ORGANIZATION further covenants that in the performance of this Contract 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.

E. 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.

F. 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.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

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 Contract.

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 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.

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

**BRIDGES DOMESTIC VIOLENCE SHELTER
OF WILLIAMSON COUNTY**

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 Contract.

Bridges Domestic Violence Center Proposed Scope of Services

Rehabilitation:

Bridges Domestic Violence Center proposes to replace windows in the existing domestic violence shelter. These windows are 52 years old and currently rattle and are missing screens and locks. This causes inefficient use of heating and cooling as well as safety issues for the clients.

The process will include but isn't limited to:

- Grant Application
- Grant Approval
- Compliance with grant requirements/permits where necessary (lead based paint, historical compliance)
- Contractor Research (insure compliance with grant requirements)
- Bidding Process
- Sign Construction Contract
- Supervise progress and installation of windows
- Final Reporting on Grant

Cost

The shelter has 63 windows. This request is not expected to cover the cost for total replacement and is expected to take several years of funding to complete. Bids have not been requested due to the timing between grant application, approval notification and start of project. Most contractors only guarantee a bid from 30 to 60 days from the time of bid.

Recordkeeping

Records will be maintained by Bridges Domestic Violence Center, including all records regarding project implementation, certifications and expenditures. We will maintain all records for 10 years from the completion of the project. Additionally, we will be available and help the City of Franklin on all compliance reporting regarding this grant.

Bridges Domestic Violence Center has all the internal systems available to begin this program immediately upon approval of this grant proposal.

