

**CONTRACT BETWEEN THE CITY OF FRANKLIN
AND PAUL JOHNSON FOR
ASSISTANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCLUDING DEVELOPMENT OF THE CONSOLIDATED PLAN, THE ANNUAL ACTION
PLAN (AAP), AND THE COMPREHENSIVE ANNUAL PERFORMANCE AND EVALUATION
REPORT (CAPER)
COF Contract No. 2018-0274**

This Contract is by and between the City of Franklin, (hereinafter "CITY"), and Paul Johnson, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY and its Board of Mayor and Aldermen desire to increase the supply of and access to moderately priced housing for its citizens; and

WHEREAS, CITY continues to be eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program, which requires submission of an updated Five (5) Year Consolidated Plan for Housing and Community Development, with an annual report due by May 15 each year, to the U.S. Department of Housing and Urban Development ("HUD") and (CAPER) due by the end of September ; and

WHEREAS, CITY desires to contract with Paul Johnson, as a Contractor with housing and community development expertise, to assist with compiling the Consolidated Plan, the Annual Action Plan, and CAPER; and to provide assistance in developing strategies to increase the supply of housing for eligible low and moderate income households within its jurisdiction.

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

CONTRACTOR will work under the direction of the Assistant City Administrator for Community and Economic Development and the Housing Development Coordinator or their designee. CONTRACTOR will carry out activities necessary to assist with the development of the Five (5) Year Consolidated Plan, Annual Action Plan and CAPER, as required by HUD and in the preparation for associated public meetings and notices, and other actions related thereto.

CONTRACTOR will provide expert advice in achieving and maintaining program compliance, monitoring activities of contractors under the program, as well as monitoring visits by federal and/or state officials.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. CONTRACTOR will perform the duties described above and take any actions necessary to accomplish the spirit of this Contract.
- B. CONTRACTOR will submit reports as directed by CITY detailing the progress of their project.
- C. It is expressly understood that this contract does not include travel to and from the City of Franklin and that work will be done via remote access.

SECTION 3 – COMPENSATION

CONTRACTOR shall be paid for work performed as described in Section 5 in an amount not to exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) annually.

SECTION 4 - TIME OF PERFORMANCE, TERMINATION

- A. Services shall be performed over a thirty-six (36) month period to run from July 1, 2019, through June 30, 2022.
- B. At any time after commencement but before or as soon as practicable after the expiration of this Contract, CITY and CONTRACTOR may, by mutual consent, exercise not more than two (2) options to extend the Contract, each time for up to one (1) additional year, for a maximum possible term of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives (City Administrator for CITY is authorized to sign all options) of each party; (c) that the same terms and conditions that apply to the original Contract shall also apply to such an extension.
- C. This Contract and all options are based on the availability of Community Development Block Grant funds.
- D. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. CITY shall reimburse CONTRACTOR for services rendered based on submittal of valid invoices with a description and documentation of work performed.
- B. CONTRACTOR shall submit invoices, including supporting documentation to CITY on a semi-annual basis. The first semi-annual invoice shall be submitted on or about December 1, 2019. Subsequent invoices shall be submitted semi-annually, and shall remain the same for the duration of this contract and all options. .

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by mail to the address listed below for each party.

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

Paul Johnson
15 Firebird Court
Sedona, AZ 86351

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

CONTRACTOR 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 be otherwise subjected to discrimination in the performance of this Contract.

C. CONFLICT OF INTEREST

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

D. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed 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.

E. ASSIGNMENT

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

F. ENTIRE CONTRACT AND MODIFICATION

The Contract between the parties 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.

G. 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.

H. 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.

I. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, CITY shall not be responsible for sales or use taxes incurred for products or services. CITY shall supply CONTRACTOR with its Sales and Use Tax Exemption Certificate upon CONTRACTOR's request. CONTRACTOR shall bear the burden of providing its suppliers with a copy of CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

J. WAIVER

Neither party's failure nor 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.

K. 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.

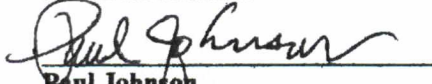
SECTION 8 - SIGNATURES

CITY OF FRANKLIN, TENNESSEE:


Eric S. Stuckey, City Administrator

Date: 2-5-19

PAUL JOHNSON


Paul Johnson

Date: 1/25/19

Approved as to Form by:


Tiffani M. Pope, Staff Attorney