



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Chris Bridgewater, Director, Building & Neighborhood Services
Kathleen L. Sauseda, Housing Development Coordinator

DATE: September 13, 2016

SUBJECT: Contract for Fair Housing Outreach using CDBG funds

Purpose

The purpose this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) to consider a sub-recipient agreement with Tennessee Fair Housing Council in the amount of \$3,000.00 for providing Fair Housing Outreach as defined in the City of Franklin's Annual Action Plan using CDBG funds. 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 the CDBG funds.

Background

The City of Franklin has been identified affordable housing development as an important issue in the community. Part of affordable housing is ensuring all citizens are treated fairly and the city act to prohibit discrimination in all kinds of housing-related transactions, including rental and sales.

Financial Impact

This contract is fully funded by the Community Development Block Grant Program. The \$3,000.00 will be disbursed from these funds in accordance with CDBG program guidelines.

Recommendation

Staff recommend approval of the contract to the Board of Mayor and Aldermen.

CONTRACT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND TENNESSEE FAIR HOUSING COUNCIL, INC. FOR THE FAIR HOUSING EDUCATION AND OUTREACH PROGRAM for 2016-2017
COF Contract No. 2016-0229

This Agreement (hereinafter "Agreement"), made and entered into this ___ day of _____, 2016 by and between the City of Franklin, (hereinafter "THE CITY") and the Tennessee Fair Housing Council, Inc. for the award of funding for the Fair Housing Education and Outreach Program.

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 the Tennessee Fair Housing Council, as a housing related non-profit organization, to provide Fair Housing Outreach within the City of Franklin; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Agreement 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:

The Tennessee Fair Housing Council shall undertake development of Fair Housing Outreach as set forth in Exhibit A, which is referenced as if fully incorporated herein.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. The Tennessee Fair Housing Council will perform the duties described above and take any actions necessary to accomplish the spirit of this Agreement.
- B. The Tennessee Fair Housing Council will carry out activities necessary to guide any associated public meetings and notices relative to the counseling program.
- C. The Tennessee Fair Housing Council will submit regular reports (no less than quarterly) as directed by the City detailing the progress of their project.
- D. THE CITY will provide funding for the program from the CDBG program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

The Tennessee Fair Housing Council will receive up to **Three Thousand and 00/100 Dollars (\$3,000.00)** for the services outlined herein from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall be performed upon contract award through June 30, 2017.
- 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 funds, which runs from July 1, 2016 through June 30, 2017. Both parties shall agree to this extension in writing.
- C. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

THE CITY shall reimburse the Tennessee Fair Housing Council 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.

Kathleen L. Sauseda	Tracey McCartney, Executive Director
Housing Development Coordinator	Tennessee Fair Housing Council
109 3rd Avenue South	107 Music City Circle, Suite 318
Franklin, TN 37064	Nashville, TN 37214

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

The Tennessee Fair Housing Council shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.

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. The Tennessee Fair Housing Council 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 Agreement, 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 the Tennessee Fair Housing Council that a single audit is required for non-profit agencies receiving \$500,000 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 Tennessee Fair Housing Council 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 Tennessee Fair Housing Council 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 Tennessee Fair Housing Council 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 Tennessee Fair Housing Council or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

The Tennessee Fair Housing Council 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 Tennessee Fair Housing Council 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 the Tennessee Fair Housing Council may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Agreement 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 Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

If seeking any addition or modification to the Agreement, 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 Agreement, 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 Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; 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 Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement 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 the Tennessee Fair Housing Council with its Sales and Use Tax Exemption Certificate upon the Tennessee Fair Housing Council's request. The Tennessee Fair Housing Council 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 nor delay to exercise any of its rights or powers under the Agreement 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 Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement 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.

N. NO ATTORNEY-CLIENT RELATIONSHIP

By providing fair housing services to THE CITY, the Tennessee Fair Housing Council is not acting as THE CITY's attorney, and no attorney-client relationship has been or will be formed between the Tennessee Fair Housing Council and THE CITY or any of its employees or elected officials by virtue of these services.

No information provided during training or other services shall be construed as legal advice.

No communication that takes place during training of officials and/or employees of THE CITY shall be protected by attorney-client privilege. However, the Tennessee Fair Housing Council agrees that it will not use any communication received during training of officials and/or employees of THE CITY as the basis for any fair housing enforcement action.

THE CITY agrees to waive any claim of conflict of interest arising from the fair housing services the Council may be asked to provide.

WITNESS our hands on the date as entered above.

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

Eric S. Stuckey City Administrator

Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

TENNESSEE FAIR HOUSING COUNCIL



Authorized Signature
Tennessee Fair Housing Council

Date: Aug. 3, 2016

Tennessee Fair Housing Council
Proposed Scope of Services
Exhibit A

The Tennessee Fair Housing Council, when awarded funds under this proposal, will undertake the following services:

Fair Housing Counseling, Representation and Outreach

A. Direct client service

The Tennessee Fair Housing Council proposes to carry out fair housing counseling for residents of Franklin. The counseling will consist of the following:

- Providing general educational information to individuals to inform them of their rights in conjunction with the Fair Housing Laws, landlord-tenant laws and availability of housing in Franklin.
- Working with the Franklin Housing Authority to meet with Residents' Council members and residents of public housing in Franklin.
- Speaking with aggrieved individuals to inform them of their rights pertaining to Fair Housing, landlord-tenant laws and availability of housing in Franklin.
- Interacting with a potentially aggrieved individual's housing provider to determine the housing provider's version of the facts (i.e., investigation.)
- Interacting with a housing provider to inform the housing provider of his or her obligations under applicable law, in order to bring relief to the aggrieved individual.
- Providing legal representation to an aggrieved individual, either as a defendant or plaintiff in housing-related litigation.
- Speaking with and acting on behalf of individuals facing loss of Section 8 or public housing

We will coordinate closely with Legal Aid and local housing counseling agencies to make them aware of these services and to avoid duplication of efforts. We do not propose to provide the same services they do; for example, we would not provide first-time homebuyer training or assistance except perhaps to advise callers briefly of their rights under the Fair Housing Act before referring them to a HUD-certified housing counseling agency. The same would likely be true of foreclosure prevention cases, unless we received a case that was clearly discrimination.

In order to avoid even the appearance of conflict or "double-dipping" with our current FHIP grant, the Council will use existing internal controls for billing the appropriate funding source for service to a complainant. Our internal guidelines and controls will provide that aggrieved individuals who appear to have a bona fide housing discrimination case may initially start out as a client under this CDBG project but will then be transitioned to the FHIP grant for fair housing services.

However, complainants who either 1) do not articulate a bona fide housing discrimination complaint, or 2) articulate a discrimination complaint that is not supported by the law or facts – but may represent a violation of other laws – will be served solely under this contract.

We will **speak with** and counsel any individual who contacts us for assistance with rental housing, on issues from security deposits to eviction to locating safe, decent and affordable housing. However, more active involvement from the Council, such as contacting the landlord or representing the complainant in court, will be reserved for more serious housing violations that can and/or do make safe, decent and affordable housing unavailable.

Examples of complaints in which the Council would offer active intervention:

- Tenants facing unjustified evictions (including from public housing) alleging violations of the lease that clearly did not occur
 - Tenants experiencing unsafe or unsanitary living conditions, through no fault of their own, because of the landlord’s deliberate failure to meet his or her obligations under the Uniform Residential Landlord and Tenant Act or local occupancy codes
 - Tenants who are being subjected to “illegal ouster” (otherwise known as “self-help eviction”) through lockout, unjustified termination of utilities, removal or theft of belongings or other means
 - Tenants experiencing landlords’ unlawful entry into a rental property without notice
 - Tenants facing homelessness or unsafe conditions because of fire or casualty damage
 - Retaliatory conduct following a good-faith complaint to Codes or some other agency

The Council already fields upwards of 50 calls a month (most from Davidson County) that it is unable to address through its current FHIP grant because they do not involve a fair housing issue. Many of them would be appropriate for handling under this contract. There is an existing demand for counseling on matters such as those articulated above.

For these calls, we would do an intake as we do with fair housing calls, evaluate the caller’s needs for counseling and/or more active intervention, assess whether the caller’s complaint should be handled under this project or our FHIP project and then proceed accordingly. We will track those clients just as we do our FHIP clients; our client database allows us to report on clients under individual grants.

Our **goal** would be to serve at least 15 clients under this project; however, client activity from Franklin under our HUD grants traditionally has been very low. We hope that our outreach efforts (discussed below) would help us to meet or surpass this goal.

B. Outreach in public housing

The Council will work with the Franklin Housing Authority Residents Council to provide outreach to public housing residents and, possibly, the larger community. The Residents Council has already contacted us about the possibility of holding a training for the Council board or the larger community of FHA residents.

C. Tennessee Fair Housing Matters Conference

The Tennessee Fair Housing Matters Conference is a major conference on fair housing held during Fair Housing Month; this agency has been involved in the conference for at least 12 years and has been the primary sponsor/planner for the last six years. We plan to work with several agencies again, including the City of Franklin, to plan and hold the conference in April 2017.¹ At this time, Franklin is the tentative host city for the event.

In recent years, the conference has had about 185 attendees, including housing professionals, housing advocates, governmental employees and policy makers. The conference helps to raise awareness of fair housing issues among attendees, many of whom are real estate and rental agents who can play a role in curbing residential segregation and other forms of housing discrimination. The financial resources provided by our several partners in this effort help us to keep registration fees low so that more people are able to attend.

The agenda generally includes three major general sessions, including two speeches by major national figures, and three concurrent breakout tracks in the afternoon, including a "Fair Housing/Landlord-Tenant 101" track. The conference has attracted as speakers some of the country's most knowledgeable experts, such as Bryan Greene and Sara Pratt from HUD, Vicky Schultz from the U.S. Department of Justice and Michael Allen from D.C. law firm Relman and Dane, one of the architects of the groundbreaking Westchester case on affirmatively furthering fair housing. Based on our experience, we expect at least 130 attendees at this event.

Internal systems to begin this project within 30 days of notification of contract award. The Tennessee Fair Housing Council is ready and able to begin this project immediately. Accounting properly for our time on this project is already possible in our accounting software. We already have the expertise needed to perform the substantive activities under this task.

Outreach methodologies to the community. In order to make the general public aware of our housing counseling/mediation/representation services, we will, as outlined above, work with the Franklin Housing Authority and participate in public service announcements on fair housing which may include interviews and/or news stories about fair housing issues.

Outline of proposed expenses. The following is an estimate of our charges on this project:

Mileage: 5 trips from office location to Franklin x 60 miles round trip x 54.5 cents per mile = \$163.50
Postage, printing of materials = \$200
TOTAL = \$363.50

The Council will submit invoices supporting expenses and timesheets for its time on the project.

¹ We do not propose to invoice the City of Franklin for all our time spent organizing this event; this event has several funders and partners.