

**AGREEMENT BY AND BETWEEN CITY OF FRANKLIN AND BRIDGES OF WILLIAMSON
COUNTY FOR ADMINISTRATION OF EMERGENCY SHELTER PROGRAMS FOR THE
HOMELESS**

COF Contract No. 2015-0286

This Agreement is made and entered into this ___ day of _____ by and between the **CITY OF FRANKLIN, TENNESSEE** (hereinafter called "the City"), and **BRIDGES OF WILLIAMSON COUNTY** (hereinafter called "Agency").

WITNESSETH

WHEREAS, the City is the recipient of Emergency Shelter Grant Program (hereinafter called ESG) funds distributed by Tennessee Housing Development Agency for the City of Franklin, Tennessee; and

WHEREAS, the ESG provides assistance on operational expenses, renovation, homeless prevention, and essential services to emergency shelter programs for the homeless; and

WHEREAS, Bridges of Williamson County is an organization that administers a shelter program for homeless individuals; and

WHEREAS, the City desires to work with Bridges of Williamson County for Bridges of Williamson County to administer a shelter program for the homeless within the City of Franklin.

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 I - SCOPE OF SERVICES

Agency provides assistance to eligible Homeless individuals as defined in detail in the "Emergency Shelter Grant Manual", prepared by Tennessee Housing Development Agency, which is hereby included by reference in this agreement as if set forth fully herein.

ESG funds will be used by Agency for eligible activities within the major categories of Rehabilitation, Essential Services, Operations and Maintenance and Homelessness Prevention as defined in the Emergency Shelter Grant Manual.

SECTION II - RESPONSIBILITIES OF PARTIES

- A. Agency will use a currently existing building as a shelter for the duration of the grant period.
- B. Agency will maintain the shelter and assure that the shelter will continue to meet the local government standards of being safe and sanitary.
- C. If an individual or family who receives assistance from the Agency violates its program requirements, Agency may terminate assistance in accordance with its formal process that recognizes the rights of individuals affected, and which may include a hearing.

- D. Agency will involve, to the maximum extent practicable, homeless individuals and families in providing work or services for the facilities or activities assisted under the ESGP pursuant to 42 U.S.C. 11375(c)(7). The work or services may include, but are not limited to, the construction, renovation, maintenance and the operation of the facilities. Agency shall also provide for the participation of the homeless individuals on its policymaking entity in accordance with 42 U.S.C. 11375(d).
- E. Agency agrees to develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESGP. The address or location of any family violence shelter project assisted under the ESGP will, except with the written authorization of the person or persons responsible for the operation of such shelter, not be made public as required in 42 U.S.C. 11375(c)(5).
- F. Agency will submit to the City periodic progress reports, including all data needed to meet all reporting requirements as detailed in the Emergency Shelter Grant Manual.
- G. Agency will participate in a Homeless Management Information System (NHMIS) if applicable. This requirement will be waived, however, for programs that exclusively serve victims of domestic violence.
- H. Agency will complete an eligibility form which documents homelessness for each client served and make this form a part of the client records on file.
- I. The City will provide technical assistance to ESGP participants to ensure compliance.
- J. The City will process reimbursements for ESGP activities in a timely fashion.
- K. Agency is a corporation duly organized to promote and undertake the programs and activities as set forth in this contract on a not-for profit basis and shall take all actions necessary to maintain said status during the period in which this Agreement is in effect.

SECTION III • TIME OF PERFORMANCE

- A. Services shall start on the 1st day of July, 2015 April, 2013 and end on the 30th day of June, 2016 28th day of February, 2014, or at the expiration of grant funding.
- B. This Agreement may be terminated upon thirty (30) days' written notice by either party. If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Agency shall violate any of the covenants or stipulations under this Agreement, **THE CITY** shall thereupon have the right to immediately terminate this Agreement by giving written notice to Agency of such termination and specifying the effective date thereof. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if the Agency materially fails to comply with any term of the award. Furthermore, in accordance with 24 CFR 85.44, the award may be immediately terminated by **THE CITY** for convenience.

SECTION IV - PAYMENT TERMS AND CONDITIONS

- A. **THE CITY** shall reimburse Agency for reasonable and necessary eligible ESGP expenses, not to exceed the grant amount of Fifty-Nine Thousand Five Hundred Fifteen and No/100 Dollars (\$59,515.00).

- B. Agency will submit requests according to the timeline established by the Emergency Shelter Grant Manual for reimbursement with all supporting documents transmitted with a cover memo. This documentation will be submitted to THE CITY at least every other month during the grant period.
- C. Agency will also submit documentation of the required matching funds according to the time line established by THE CITY. Agency's commitment for these matching funds over the grant period is Sixty Thousand One Hundred Eight and No/100 Dollars (\$62,319.00).
- D. THE CITY will reimburse Agency upon receipt of the items described in Section IV.B. and upon careful review and audit of such items and determination that reimbursement is appropriate.

SECTION V - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

AGENCY 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

A. 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.

B. THE CITY hereby notifies AGENCY 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. 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

In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person who is an employee, agent, consultant, officer, or elected or appointed official of the AGENCY and anyone who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest, direct or indirect, or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in Sections 570.611(d) and (e) of the Emergency Shelter Grants Program.

E. PROCUREMENT STANDARDS AND METHODS

AGENCY 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.

AGENCY shall procure all materials, property, or services in accordance with the requirements of Attachment 0 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 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 AGENCY may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

This instrument contains the entire Contract between THE CITY and AGENCY. Oral changes of it will have no effect. It may be altered only by a later written agreement signed by 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. INDEMNIFICATION

AGENCY is responsible for any liability resulting from the delivery of these services and agrees to hold THE CITY harmless for any claims of liability resulting from its actions, which includes the delivery of these services, including the payment of THE CITY's attorney's fees.

K. DRUG-FREE WORKPLACE

AGENCY agrees to administer a policy in compliance with Tennessee law which is designed to ensure that its operation is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

L. RELIGIOUS AND POLITICAL ACTIVITIES

AGENCY is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities and sectarian or religious activities.

If AGENCY is, or may be deemed to be, a religious or denominational institution or organization, it agrees that:

(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(2) It will not discriminate against any person applying for shelter or any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion;

(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of shelter and other eligible activities; and

(4) It will not use any grant funds for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. If any grant funds are used for rehabilitation, the funds must be used according to Section 576.23 of the regulations regarding the Emergency Shelter Grants Program.

M. LOSS OF NON-PROFIT STATUS

Loss of non-profit status by AGENCY shall mean loss of ESGP funding.

N. ATTORNEY FEES

If at any time it is necessary for THE CITY to undertake any action to enforce the terms of this contract or any documents attached hereto, AGENCY agrees to pay all costs of such enforcement by THE CITY including reasonable attorney's fees and court costs.

O. LEAD-BASED PAINT PROGRAM

AGENCY shall comply with the lead-based paint requirements contained in Section 567,57(c) of the regulations regarding the Emergency Shelter Grants Program.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT as of this ____ day of _____, 2015.

CITY OF FRANKLIN

Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to form:

Kristen L. Corn, Assistant City Attorney

BRIDGES OF WILLIAMSON COUNTY

By: 
Authorized Signature

Exec. Dir
Title