

**CONTRACT BETWEEN THE CITY OF FRANKLIN
AND PAUL JOHNSON FOR
ADMINISTRATIVE ASSISTANCE WITH DEVELOPMENT OF THE CONSOLIDATED
ACTION PLAN AND REPORT (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM
COF Contract #2017-0003**

This Contract is made and entered into this 22ND day of Jan., 2018, by and between the City of Franklin, (hereinafter "THE CITY") and Paul Johnson (hereinafter "THE CONTRACTOR").

WITNESSETH:

WHEREAS, THE 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, THE 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

WHEREAS, THE CITY desires to contract with Paul Johnson, as a Contractor with housing and community development expertise, to assist with compiling the Annual Action Plan, the Consolidated Annual Performance Evaluation Report (CAPER) and the Analysis of Impediments to Fair Housing; and to provide assistance in developing strategies to increase the supply of housing for eligible low and moderate income households within its jurisdiction; and

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

THE 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. THE CONTRACTOR will perform the duties described above and take any actions necessary to accomplish the spirit of this Contract.
- B. THE CONTRACTOR will submit reports as directed by THE 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).

SECTION 4 - TIME OF PERFORMANCE, TERMINATION

- A. Services shall be performed over a twelve (12) month period to run from July 1, 2017 through June 30, 2018.
- B. The City has the option to renew this Contract under the same terms and conditions for an additional twelve (12) months, which runs from July 1, 2018 through June 30, 2019. Both parties shall agree to this extension in writing prior to the expiration of this Contract.
- C. 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 CONTRACTOR for services rendered based on submittal of valid invoices with a description and documentation of work performed.
- B. THE CONTRACTOR shall submit invoices, including supporting documentation to The City of Franklin on a quarterly basis. The first quarterly invoice shall be submitted on or about October 1, 2017. Subsequent quarters shall be billed on or about January 1, 2018, April 1, 2018, and June 30, 2018.

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
65 Yucca Street
Sedona, AZ 86351

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE 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, or be otherwise subjected to discrimination in the performance of this Contract.

C. CONFLICT OF INTEREST

THE 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. THE 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 THE 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 THE 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 THE CITY nor THE 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, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE CONTRACTOR with its Sales and Use Tax Exemption Certificate upon THE CONTRACTOR's request. THE CONTRACTOR 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.

J. WAIVER

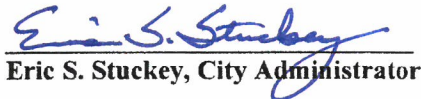
Neither party's failure nor delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right 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.

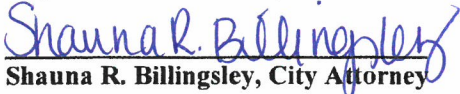
SECTION 8 - SIGNATURES

CITY OF FRANKLIN, TENNESSEE

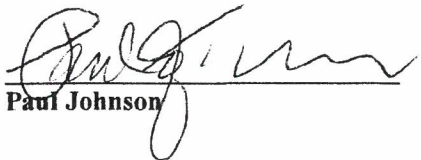

Eric S. Stuckey, City Administrator

Date: 1/22/18

Approved as to Form by:


Shauna R. Billingsley, City Attorney

PAUL JOHNSON


Paul Johnson

Date: 2/18/2017