

**CONTRACT FOR HOME REHABILITATION ASSISTANCE FOR LOW TO
MODERATE INCOME RESIDENTS OF THE CITY OF FRANKLIN
Contract Number 2018-0170**

This Contract is by and between the City of Franklin, Tennessee (hereinafter "CITY") and Community Housing Partnership of Williamson County, Tennessee (hereinafter "ORGANIZATION").

WITNESSETH:

WHEREAS, CITY has identified a need to conduct a Home Rehabilitation Program utilizing Community Development Block Grant funding; and

WHEREAS, The Board of Mayor and Aldermen approved Contract No. 2013-0087 on March 23, 2015, totaling \$115,000.00; and

WHEREAS, The Board of Mayor and Aldermen approved Contract No. 2016-0077 on November 18, 2016, totaling \$86,687.00; and

WHEREAS, an Amendment No. 1 to Contract No. 2016-0077 was approved by the Board of Mayor and Aldermen on June 8, 2018, in the amount of \$14,705.56; and

WHEREAS, the Amendment No. 1 to Contract No. 2016-0077 is rescinded; and

WHEREAS, ORGANIZATION was previously awarded COF Contract No. 2013-0087 and COF Contract No. 2016-0077; and

WHEREAS, this Contract reflects the balance of COF Contract No. 2013-0087 and COF Contract No. 2016-0077; and

WHEREAS, ORGANIZATION is experienced in Home Rehabilitation projects and has met the certification requirements of providing Home Rehabilitation Assistance 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

ORGANIZATION will carry out activities necessary to assist low to moderate income owner occupants of the City of Franklin who are elderly and/or disabled with emergency-type home rehabilitation services. Items to be corrected must represent a health and safety hazard, with an emphasis on exterior repairs and major structural and mechanical deficiencies.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. A HUD required Environmental Review Report will be required.

Incorporated into this contract is Exhibit A, the proposal by ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this agreement.
- B. 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 CITY, ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. 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

For the services outlined above and contained in Exhibit A, ORGANIZATION will be paid an administrative fee equal to fifteen-percent (15%) of the actual home rehabilitation costs (inclusive of lead-based paint testing, clearance, and/or mitigation expenses) for each home. The combined total of construction, repairs, and services shall not exceed an amount up to **One Hundred Twenty-Six Thousand Thirteen and 50/100 Dollars (\$126,013.50)** outlined in Exhibit A.

SECTION 4 - TIME OF PERFORMANCE

- A. The Contract shall commence upon execution, and shall expire three (3) years from this effective date. At any time after commencement but before or as soon as practicable after the expiration of this Contract, CITY and ORGANIZATION 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 of each party; (c) that the same terms and conditions that apply to the original Contract shall also apply to such an extension.
- B. This Contract and all options are based on the availability of Community Development Block Grant funds.

- C. Services shall be deemed complete upon verification that repairs to property are in accordance with standards as outlined in Exhibit A.
- D. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. CITY shall reimburse 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. Based on the work write-up prepared by ORGANIZATION and CITY per Exhibit A, CITY may accept and reimburse for completed work product that is a phase or portion of an overall project.
- C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.
- D. Any repairs completed under the provisions of this Contract will be made with the understanding the work "Is in compliance with Federal Code 2 CFR 200.318, 2CFR 200.236 and 2 CFR 200.318 (c) (1)."

SECTIONS 6 - NOTICES

All notices under this Agreement 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 South
Franklin, TN 37064**

**Stephen Murray
Community Housing Partnership
of Williamson County
129 W. Fowlkes Street, Suite 124
Franklin, TN 37064**

SECTION 7 - STANDARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

2. 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.

3. 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. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000.00 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.

4. CONFLICT OF INTEREST

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 Agreement. ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by 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 ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

5. PROCUREMENT STANDARDS AND METHODS

ORGANIZATION shall comply with 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.

ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

6. 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.

7. ASSIGNMENT

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

8. ENTIRE CONTRACT AND MODIFICATION

This is the entire 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.

9. 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.

10. 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.

11. 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 ORGANIZATION with its Sales and Use Tax Exemption Certificate upon ORGANIZATION's request. ORGANIZATION 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.



12. 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.

13. 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:

Tiffani M. Pope, Staff Attorney

COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY (CHP)


Authorized Signature

Date: 1/18/2019

COF Contract No. 2018-0170
Exhibit A

Community Housing Partnership of Williamson County (CHP)
Proposed Scope of Services

CHP has split the scope of services into two categories as the actual contracts are to be split. First is the actual construction for each project that, as per the Request for Proposals as outlined by the City of Franklin, is to be paid under a direct contract between CHP and the City of Franklin. Second is the supervision of the program and construction directly by CHP with some assistance by City of Franklin staff. This follows the format that was used successfully in the first year contract that CHP had with the City of Franklin.

Section 1 - Construction:

Construction services will be performed by licensed, bonded, and insured State of Tennessee contractors performing emergency-type health and safety hazard home rehabilitation services per a work write-up specifying the necessary services (defined under 2nd section). No contract shall exceed \$15,000.00 in repair work or be less than \$2,000.00 in repair work. All construction activity shall require all necessary permits and insurance by the contractor. The contractor shall provide progress schedules to CHP on a monthly basis.

CHP is proposing to rehabilitate a minimum of 5 homes in the City limits of Franklin under this program.

Section 2 - Program implementation and supervision:

CHP proposes to serve as the program administrator for the program, providing the following services:

1. **Marketing** the program through outreach to the neighborhood associations, direct press releases, and advertising through all local media outlets, direct outreach to all social service agencies who might have clients within these neighborhoods, direct contact with the residents of these neighborhoods through flyers or other means, and direct contact with the two other not-for-profits operating in Franklin neighborhoods (Hard Bargain Mount Hope Redevelopment, Inc., and United Community Resource Foundation).
2. **Performing Intake** functions and recordkeeping of all applicants for the funding. This includes the initial application documents certifying (but not limited to) income verification (insuring income compliance per the CDBG guidelines), ownership status (verification of warranty deed showing owner-occupied), and property status (verification that owner is living in house).
3. **Inspecting** the property jointly with the homeowner and City of Franklin staff. Composing with the City of Franklin staff and the homeowner a comprehensive Work Write-Up. This includes all necessary inspections and certifications including (but not limited to):



- A. Lead Based Paint inspections by certified inspector
- B. Flood Plain certification with appropriate map and panel
- C. National Park Service Standards of Rehabilitation (Historic) submittals to the appropriate agent whether it be a State Historic Preservation Officer (SHPO) at the City of Franklin or directly to the Tennessee Historic Commission.
- D. Thermal/ Explosive/Toxic/Radioactive verifications with the Fire Marshall of the City of Franklin
- E. Noise verifications through the City of Franklin Building and Neighborhood Services Department

4. **Facilitating** the contract to the City of Franklin. CHP will conduct the following:

- A. Provide the homeowner the necessary guidance in preparing for the construction
- B. Provide the contractor the necessary communications to begin the work
- C. Do initial inspections that all permits have been obtained
- D. Provide scheduled inspections to insure that the work is being conducted correctly and within time constraints
- E. Provide final inspections and certify completion of the project with City of Franklin staff

5. **Recordkeeping** will be maintained by CHP with a complete project book for each individual project and all records regarding the intake, facilitation, inspections, contracts, and draw requests that will be provided to the City of Franklin as requested. All recordkeeping will be maintained to insure that CDBG compliance is maintained by both CHP and the City of Franklin.

6. **Complaints and Grievances** will be addressed by CHP with representation of the City of Franklin where applicable. CHP will maintain an individual file regarding any complaint and grievance by either the homeowner, contractor, or interested party. CHP will act as the negotiator to address any issues arising, and if CHP can resolve the problem, we will do so. However, if the problem cannot be resolved, we would suggest that the City of Franklin have other resources, such as arbitration possibilities.

CHP has all the internal systems available to begin this program immediately as we will follow the successful format from the first three years. Inspection systems exist within programs to do all initial inspections, and staff is available and certified in all compliance and inspection areas. Indeed, this program is very similar to programs performed by CHP staff for United Way, Williamson County, and Tennessee Housing Development Agencies emergency grant program. Additionally, CHP has conducted the first three years of the CDBG programs for the City of Franklin and an individual grant in the past.

CHP will close out each project after final reporting and recordkeeping to the City of Franklin and will keep all records available for ten (10) years after the completion of each project. Additionally, CHP will be available and help the City of Franklin on all compliance reporting regarding this CDBG program to the US Department of Housing and Urban Development.