

**FUNDING AGREEMENT BETWEEN THE CITY OF FRANKLIN AND
BRIDGES OF WILLIAMSON COUNTY**

COF Contract No. 2019-0194

This Funding Agreement is effective on July 1, 2019, between and among the City of Franklin, Tennessee, a political subdivision of the State of Tennessee (the "City") and BRIDGES OF WILLIAMSON COUNTY (the "Agency"), a Tennessee nonprofit corporation.

RECITALS

WHEREAS, Tennessee Code Annotated ("TCA") Section 6-54-111, as amended, authorizes a municipality's governing body to appropriate funds for the financial aid of any nonprofit charitable organization that provides year-round services benefiting the general welfare of the residents of the municipality or any nonprofit civic organization working to maintain and increase employment opportunities in the municipality; and

WHEREAS, the TCA also provides for the Comptroller of the Treasury to establish standard procedures to assist the municipal governing body in the disposition of funds so appropriated; and

WHEREAS, the municipality wishes to comply with the following laws and rules:

1. A municipality may appropriate funds for only those nonprofit charitable organizations that provide year-round services benefiting the general welfare of the residents of the municipality, or any nonprofit civic organization classified under Sections 501(c)(4) or (6) of the Internal Revenue Code working to maintain and increase employment opportunities in the municipality.
2. The governing body of each municipality shall adopt an adequate agreement stating the purpose for which the funds are being appropriated, for each nonprofit organization that is to receive municipal funds.
3. The budget document of the municipality shall include the name of each nonprofit organization and the specific amount appropriated for each organization.
4. Municipal payments to nonprofit organizations shall be limited to the amounts appropriated for such purposes and in keeping with the municipality's guidelines for how the appropriated funds may be spent.
5. Pursuant to Tennessee Code Annotated §6-54-111(c), the Agency shall file with the City a copy of the annual report of its business affairs and transactions that includes, but is not limited to:

- (a) Either a copy of the Agency's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury (a blank copy of which is attached as Exhibit A) and certified by the chief financial officer of the Agency;
- (b) A description of the program that serves the residents of the municipality (a blank copy of which is attached as Exhibit B); and
- (c) The proposed use of the municipal assistance (a blank copy of which is attached as Exhibit C).

The report filed shall be open for public inspections during regular business hours of the City.

6. For appropriations to nonprofit civic organizations, notices shall be published in a newspaper of general circulation in the municipality of the intent to make an appropriation, specifying the intended amount and purpose; and

WHEREAS, the City and the Agency intend to enter into this agreement for the purpose of defining the Agency's use of the monies received from the City in fiscal year 2019-2020.

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. TERM

This agreement shall be effective from and after the effective date and shall extend through June 30, 2020, unless otherwise terminated in accordance herewith.

2. OBLIGATIONS OF CITY OF FRANKLIN

2.1 In accordance with City guidelines after all administrative costs are deducted therefrom, the City will contribute to the Agency the amount of FIFTEEN THOUSAND FORTY and 00/100 DOLLARS (\$15,040.00).

2.2 Payments will be made in quarterly installments, payable at or near the beginning of each quarter and will begin only after this Agreement has been executed.

3. OBLIGATIONS OF THE AGENCY

3.1 Use of Funds. The Agency shall use the City funds for the sole and limited purpose of community and economic development of the City of Franklin according to the Statement of Work and Program Objectives provided in Exhibit B, a copy of which is attached hereto and incorporated by reference herein.

3.2 Work Plan. In order to accomplish the objective(s) set forth in paragraph 3.1, the agency shall submit to the City a Work Plan that describes, in detail, the efforts to be undertaken by the Agency to accomplish the performance objectives set forth in Exhibit B, a copy of which is attached hereto as Exhibit C and incorporated by reference herein. At a

minimum, the Work Plan shall include that information required by Exhibit B. The Agency shall coordinate its performance under this Agreement with the City. The Agency shall advise and consult with the City Administrator or his/her designee, with respect to its performance under this Agreement.

3.3 Annual Budget. The Agency shall submit an annual budget in a form and on a schedule acceptable to the City. The annual budget shall contain a detailed analysis of the project administrative expenses for operations and reasonable estimates of the projected amounts to be spent for the services to be provided and Work Plan to be implemented for the calendar year. The budget shall be submitted to the City with this agreement.

3.4 Reporting. Pursuant to Tennessee Code Annotated §6-54-111(c), the Agency shall file with the City a copy of the annual report of its business affairs and transactions that includes, but is not limited to:

- (a) Either a copy of the Agency's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury (a blank copy of which is attached as Exhibit A) and certified by the chief financial officer of the Agency;
- (b) A description of the program that serves the residents of the municipality; and
- (c) The proposed use of the municipal assistance.

The report filed shall be open for public inspections during regular business hours of the City.

3.5 Insurance. The Agency shall maintain professional liability and general liability insurance coverages as are reasonably necessary to cover any liability arising out of the acts or omissions of the Agency and its employees. The Agency shall maintain workers' compensation insurance as required by the laws of the State of Tennessee.

The Agency shall require all third parties utilized by the Agency ("Contractors") to maintain professional liability and general liability insurance coverages as are reasonably necessary to cover any liability arising out of the acts or omissions of the Contractors and its employees. The Agency shall require contractors to maintain workers' compensation as required by the State of Tennessee. The contractor's general liability insurance shall be of sufficient limits to provide defense and settlement expenses for Agency that result from the contractor liability. To the extent permissible, the Agency shall require each Contractor to endorse the Agency as an additional insured on the Contractor's general liability policies.

To the extent permitted by law, the Agency shall require such Contractor to indemnify and hold the Agency harmless against any liability caused by acts or omissions of the Contractor and its employees.

Insurance information will be provided to the City upon request. The Agency shall notify the City immediately of incidents that could lead to a major claim against the Agency.

4. RESTRICTION ON USE OF FUNDS

The Agency does hereby warrant and represent that the City Funds shall not be utilized by either the Agency or any of its Contractors for the following purposes:

4.1 Any claim or litigation against the City or any department or division of the City.

4.2 Any political or levy campaigning purposes.

5. RECORDS AND AUDITS

5.1 **Accounting.** The Agency shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the City Funds consistent with generally accepted accounting principles (GAAP).

5.2 **Maintenance of Records.** The Agency shall keep records relating to all uses and expenditures of the City Funds received pursuant to this Agreement. The Agency shall maintain a system of bookkeeping adequate for its operations hereunder and shall submit reports from such system to the City and the Agency on an annual basis for review and approval. The Agency shall keep and preserve for at least seven (7) years following each calendar year all sales slips, rental agreements, purchase orders, sales books, cash register tapes, credit card invoices, payroll records, duplicate deposit tapes and invoices, bank accounts, cash receipts and cash disbursements, bank books and other evidence of receipts and expenditures for such period.

5.3 **Audit.** The City or the City's designated representative, at the City's cost and expense, shall have the right to audit the Agency's Records at any time but shall not unreasonably interfere with the Agency's business or operations in connection with any such audit. The Agency acknowledges that this Agreement may be subject to audit by the Auditor of the State of Tennessee.

5.4 **Repayment.** If an audit discloses the Agency has received or retained City Funds in error or in excess of those to which the Agency is entitled under this Agreement or has used the City Funds for a purpose not authorized by this Agreement, the Agency agrees to promptly repay to the City the full amount of such City Funds, with interest thereon at the rate equal to the 90-day U.S. Treasury Note at the time. In the event the Agency fails to promptly repay to the City the full amount of such City Funds, the City may elect to withhold said City Funds from any future payments to the Agency.

5.5 **Additional Remedies.** In addition to the repayment remedy set forth in paragraph 5.4 herein, the City may elect to terminate this Agreement as set forth in section 6, herein with a minimum of 30 days written notice to the Agency's President and Chair of the Board with opportunity to cure any breach.

6. TERMINATION

If either party hereto breaches any term, condition, representation, warranty or covenant contained in this Agreement, or if the Agency engages in any malfeasance or misfeasance with respect to the City Funds, the non-breaching party may elect to terminate this Agreement with a minimum of 30 days written notice to the other party with opportunity to cure any breach.

7. MISCELLANEOUS PROVISIONS

7.1 The Agency and the City agree that, as a condition to this Agreement, they shall not discriminate against any employee on the basis of race, color, sex, religion, natural origin, handicap, or any other factor specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and subsequent amendments thereto, and all other federal and state laws regarding such discrimination.

7.2 The Agreement may be amended at any time, or any provision hereof may be waived, by written consent of all parties hereto.

7.3 This Agreement shall be governed by and construed under the laws of the State of Tennessee.

7.4 The Agency and the City shall conform to the requirements of all applicable laws and regulations of the State of Tennessee governing the execution of their respective duties under this Agreement.

(Signatures on next page)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of
this 24 day of July, 2019 by

BRIDGES OF WILLIAMSON COUNTY

By: Linda Crockett

Name: Linda Crockett

Title: Exec. Dir

Date: 7/24/19

CITY OF FRANKLIN

By : Eric S. Stuckey
Eric S. Stuckey, City Administrator

Date: 8-6-2019

Approved as to form:

By: Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

EXHIBIT A

**Annual Reporting Form for Nonprofit Organizations
Seeking Financial Assistance from Local Governments**

Bridges Domestic Violence Center

Name of Nonprofit Organization

<u>P.O. Box 1592</u>	<u>Franklin</u>	<u>Williamson</u>	<u>TN</u>	<u>37065</u>
Street Address	City	County	State	Zip

Annual Financial Report of Cash Receipts, Disbursements, and Balances

For the Fiscal Year from 7/1/18 through 6/30/19

Report Required by Title 5, Chapter 9, Part 1,

And Title 6, Chapter 54, Part 1, *Tennessee Code Annotated*

Receipts

Federal Grants	\$ <u>241,695</u>	
State Grants	<u>88,398</u>	
Financial Assistance from Local Governments	<u>30,741</u>	
Donations and Gifts from Citizens	<u>497,738</u>	
Membership Dues		
Fees/Charges for Services	<u>69,351</u>	
Fundraising Events	<u>120,420</u>	
Sale of Assets		
Loans-Borrowed Funds		
Investment Income	<u>1,473</u>	
Other Receipts	<u>4,769</u>	
Total Receipts		\$ <u>1,054,585</u> (A)

Disbursements

Grants and Other Assistance Paid to Other Organizations and Individuals	\$ _____	
Salaries and Wages	<u>554,686</u>	
Employee Benefits	<u>46,028</u>	
Payroll Taxes	<u>39,828</u>	
Fees for Services (non-employee)	<u>173,688</u>	
Advertising and Promotion	<u>2,963</u>	
Office Expenses	<u>25,239</u>	
Leases/Rentals	<u>3,738</u>	
Maintenance and Repairs	<u>1,576</u>	
Supplies	<u>7,639</u>	
Travel	<u>8,802</u>	
Utilities	<u>26,379</u>	
Insurance	<u>25,065</u>	
Conferences, Conventions and Meetings	<u>6,552</u>	
Interest	_____	
Purchase of Capital Assets – Vehicles and Equipment	<u>21,204</u>	
Purchase of capital Assets – Property and Buildings	<u>28,049</u>	
Loan Payments	_____	
Other	<u>39,248</u>	
Total Disbursements		\$ <u>1,010,684</u> (B)
 Cash Receipts Less Disbursements for the fiscal Year (A-B=C)		 \$ <u>43,901</u> (C)
 Cash Balance - at the beginning of the fiscal year		 \$ <u>186,038</u> (D)
Cash Balance - at the end of the fiscal year (C+D=E)		\$ <u>229,939</u> (E)

Details of Cash Balance - at the end of the fiscal year

Cash on Hand	\$ <u>0</u>
Cash in Bank – Checking	<u>70,265</u>
Cash in Bank – Savings Accounts	<u>159,674</u>

Cash in Bank – Certificates of Deposits	<u>0</u>	
Other Cash	<u>0</u>	
Total Cash - at the end of the fiscal year		\$ <u>229,939</u> (E)

Please Explain Proposed Use of the Financial Assistance from Local Governments.

To provide services to Domestic Violence Victims at the scene of the assault, in collaboration with the Franklin Police Department. See full description in Exhibit B & C

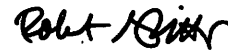
I certify that this report accurately presents the cash receipts, disbursements, and balances of the
Bridges Domestic Violence Center for the fiscal year noted above.

Name of Nonprofit Organization

Person Preparing Report

Robert Pittman

Printed Name



Signature

Phone Number 615-678-2703 Email Address robert.g.pittman@pwc.com Date 7/22/2019

City of Franklin

Statement of Work and Program Objectives

Exhibit B

Below is an overview of Bridges operations/programs

- **Crisis Intervention Team** - responds to domestic violence assaults with the Franklin Police Department. This service is designed to reach a domestic violence population that is under served. This population consists of victims who do not access the Domestic Violence Shelter Program. Staff offers immediate support, education and networking with other agencies at the scene of the assault. We are on call for this service 24 hours a day, 7 days per week.
- **Shelter Services** - BRIDGES provides emergency shelter to victims of domestic violence and their children. While in shelter residents receive supportive counseling, case management, safety planning and referrals. With these services they are able to move forward with rebuilding their lives.
- **Support Groups** - Support groups are designed to identify issues that promote personal growth and independence. The groups for men, women and children meets weekly.
- **Case Management** - The case manager meets with the families on a regular basis to provide on-going support to victims as they transition from a life focused on survival to one that is violence free. Immediate needs are prioritized and a "life plan" is developed to achieve their goals. This approach empowers victims to become proactive rather than moving from one crisis to another.
- **Court Advocacy** - The Court Advocate provides support for the victim during the legal process. They explain the process of the court system, advocate with the judges and district attorney. The Court Advocate connects victims with referrals to pro bono attorney programs, other shelter services and Victims Compensation.
- **Transitional Housing Case Management** – The Transitional Advocate works with shelter clients to find and maintain housing when moving back into the community. This program has grant funding to provide rental and utility assistance for one year. The goal at the end of the year is that the client will be able to maintain housing on their own.
- **Child Advocacy** - The Children's Advocate provides weekly group play therapy for children who have experienced domestic violence. This group focuses on play and art therapy. The Children's Advocate also provides one on one counseling for children living at the shelter and is a liaison for the children and the school system.
- **Childcare** – In-shelter childcare provided
- **CHOICES Program** – Batterers Intervention Classes
- **Clinic Services** –Mental health care.

City of Franklin Exhibit C Work Plan

The Agency 2019-20 Annual Work Plan (how the funds will be used) shall include:

The requested funds will be used to provide staffing 24 hours a day, 7 days per week, and 365 days per year to respond to domestic violence assault calls with the Franklin Police Department and provide continued supportive services to victims with shelter, court and child advocacy. Expenses include staff salaries, mileage reimbursement, cell phones, and specific assistance funds for victims and supplies.

Crisis Intervention Team - responds to domestic violence assaults with the Franklin Police Department. This service provides the victim with the support they need to make informed choices for their safety and the safety of their children. Also, it allows us access to children, which will enhance our efforts in breaking the cycle of violence before behaviors are learned and attitudes are formed. By providing these services, officers are freed to make the arrest and leave the scene, which saves officer time and cost saving to the city.

This service is a formal collaboration between the City of Franklin Police Department and Bridges Domestic Violence Center and carries a Standard Operating Practice in the police department's policy and procedure manual.

Objectives: To provide knowledge of options and be the catalyst to provide services to enable victim to access options. Most of the initial life decisions need to be decided and implemented within 8 hours of arrest of the batterer. This is due to the 8 hour hold law for domestic violence assault arrest. Also, to free officers to make the arrest without needing to be detained at the scene to provide counseling and other supportive services to the victim.

Capacity - We responded to 100% of the request from the Franklin Police Department within fifteen minutes of receiving a call.

Intensity - Client served through CIT are maintained cumulatively for all CIT calls (Franklin Police, (all other county police departments respond only to magistrates office), hospital and doctor's offices.

Duration of services - 24/7 365 days per year

BRIDGES of Williamson County OPERATING Acc
Profit & Loss Budget Overview
July 2019 through June 2020

10:04 AM
06/19/2019
Cash Basis

Jul '19 - Jun '20

Income	
4 - Contributed support	83,100.00
4010 - Private individuals contrib	3,000.00
4011 - Fines Received	16,000.00
4020 - Corporations/business contrib	71,050.00
4231 - Foundations/trusts	40,000.00
4410 - United Way	190,000.00
4430 - Other 501c3 Agencies	362,600.00
4540 - Government state/local grants	2,000.00
4550 - Social Enterprise	66,000.00
4570 - Choices - BIP	833,750.00
Total 4 - Contributed support	110,500.00
5310 - Earned Interest-sav/short term	503.00
5800 - Special Events	944,753.00
Total Income	944,753.00
Expense	
7050 - Specific Assistance	131,000.00
7220 - Payroll expense	514,903.00
7230 - Payroll Expense BIP	46,865.00
7240 - Benefits	46,000.00
7245 - Benefits - BIP	2,450.00
7250 - Payroll taxes-all	39,400.00
7255 - Payroll Taxes - BIP	3,585.00
7510 - Fundraising Expense	35,000.00
7515 - Social Enterprise Expense	800.00
7520 - Accounting & Audit Fees	2,500.00
7540 - Professional Fees	8,000.00
7545 - Professional Fees - BIP	9,500.00
8110 - Supplies	6,500.00
8115 - Supplies - BIP	300.00
8130 - Communications	18,000.00
8170 - Printing/Publications	3,000.00
8180 - Dues/Subscriptions	7,000.00
8210 - Occupancy	4,000.00
8220 - Utilities	29,000.00
8260 - Equip Repair & Maintenance	1,000.00
8265 - Equipment	1,000.00
8310 - Travel/Mileage	4,500.00
8320 - Conferences/Meetings	3,500.00
8520 - Insurance	25,000.00
8531 - Bank Service Charges	700.00
8585 - Volunteer Expense	250.00
8590 - Miscellaneous & Other expenses	1,000.00
Total Expense	944,753.00
Net Income	0.00