



To: Honorable Mayor Jim Strickland

From: Tim Boyles, Purchasing Agent *TB*

Date: August 11, 2020

Subject: Contract # 37421 - SHELBY COUNTY GOVERNMENT



Please find attached the above referenced contract for the Mayor's signature. This document does not require City Council approval.

Purpose: Memorandum of Agreement to provide rent assistance for an eviction prevention program; Amount = \$850,000.00. Term - Upon date of execution thru 31 Dec 2020 subject to modification or renewal by either party.

Type: New

Type Amount: \$

Financial Commitment: The total cost for this agreement is \$825,000.00.

M/WBE Participation Goal: 0.00%

M/WBE Participation Commitment: 0.00%

SBE-Only Bid: No

Contracting Authority: By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment

11



PURCHASING
CONTRACT CHECK-OFF SHEET
 (To be attached to each file)

Division HCD
 Requisition No. _____
 Request for Quote No. N/A
 Purchase Order No. _____
 Initials/Date KB 3/4/21
11 Aug 20

NEGOTIATED CONTRACTS	YES	NO	N/A
RFP Required			<input checked="" type="checkbox"/>
Scoring criteria attached			<input checked="" type="checkbox"/>
Does Purchasing have original proposals			<input checked="" type="checkbox"/>
Check award recommendation information	<input checked="" type="checkbox"/>		
Check scope of services	<input checked="" type="checkbox"/>		
Check term of contract/extension clauses	<input checked="" type="checkbox"/>		
Check and enter Not To Exceed Amount	<input checked="" type="checkbox"/>		
Check contract amount	<input checked="" type="checkbox"/>		
Check source of funds/POETA	<input checked="" type="checkbox"/>		
Check insurance requirements	<input checked="" type="checkbox"/>		
Have you received tax exempt ruling letter from IRS or Memphis Shelby County Business Tax Receipt/License			
Copy of License & Establish Date - Shelby County 222-3059			
Check signatures	<input checked="" type="checkbox"/>		
Copy of Insurance/endorsement to clerk			N/A



MEMORANDUM

From: Paul A. Young, Director of Housing and Community Development
To: Jim Strickland, Mayor
Via: Doug McGowen, Chief Operation Officer
DATE: July 28, 2020
SUBJECT: Agreement between HCD and Shelby County Government

Brief/Memo

1. Statement of Opportunity

This is an agreement between the Housing and Community Development (HCD) and Shelby County Government to provide rent payments necessary to implement a COVID19 – related eviction prevention program funded through the CARES Act funding through the U. S. Treasury.

2. EBO Participation

Not Applicable: Check Applicable Box(es):

Award/Grant Revenue Governmental Entity Non-Profit Entity Quasi-Governmental Entity Grant Expenditure (No construction or purchase) Documents to be associated with contract (No procurement)

If not applicable skip to 3.

Check Applicable Box(es): This vendor is a Minority Non- Minority Woman Owned

3. COO Action

The COO is requested to advise the Mayor to sign the attached agreement.

TO BE SUBMITTED WITH COMPLETED CONTRACT PACKAGE

Reviewed by OBDC

Approved by OBDC

Sharon Mursey
7-30-2020

Date



MEMORANDUM

To: Timothy Boyles, Purchasing Agent, Purchasing

From: Mairi Albertson, Deputy Director, Housing and Community Development

Date: July 28, 2020

CC: Paul Young, Director, Housing and Community Development

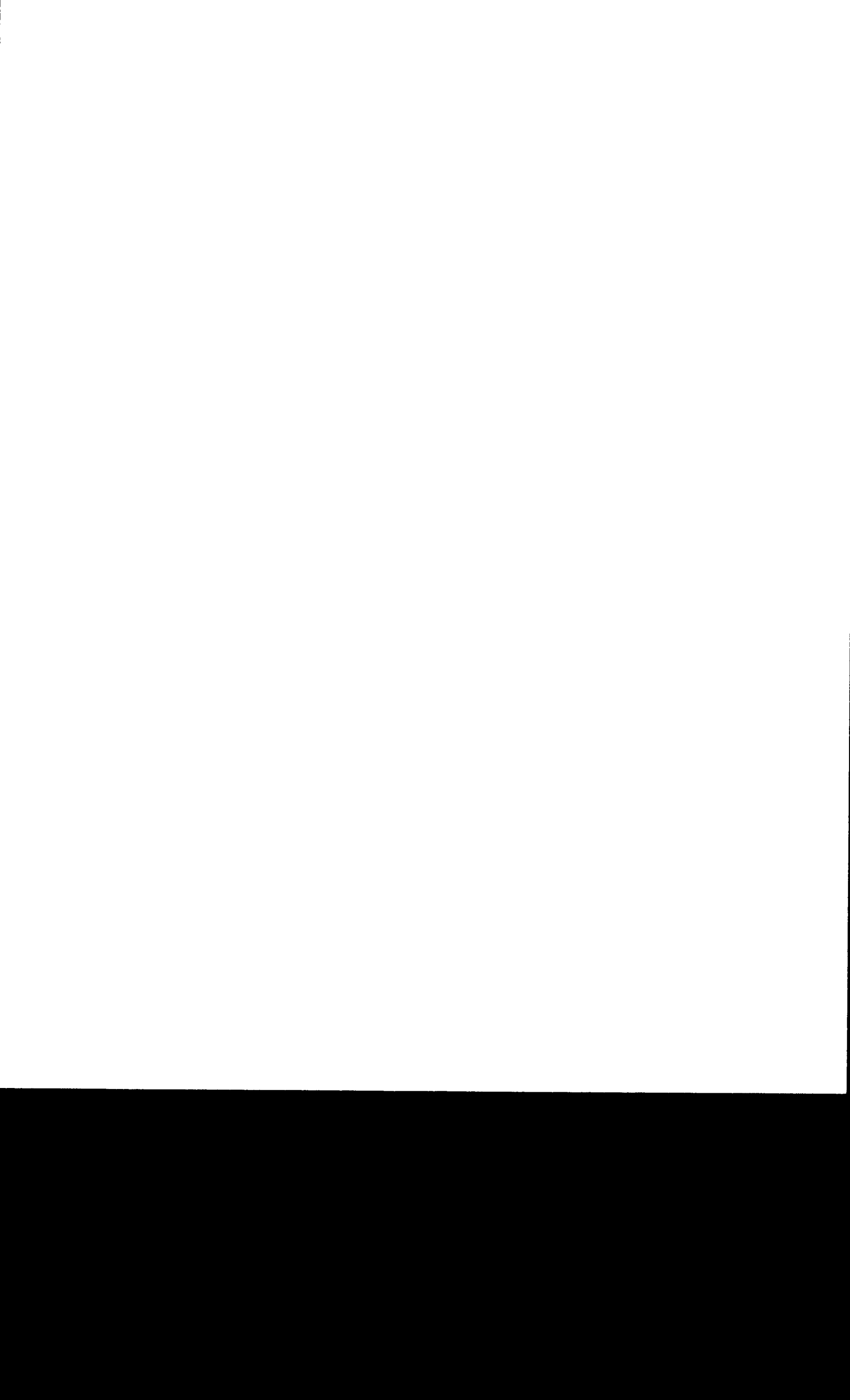
SUBJECT: Justification for Term of Contract Being before Execution Date

The attached contract's execution could not be executed until we had City Council approval for the CARES Act Funds provided by the U. S. Treasury. The funds were approved and appropriated on July 14, 2020. Given the urgent nature of Memphians facing eviction due to COVID19 and the backlog of related court proceedings, it is necessary for the start date to be April 1, 2020, which is in advance of when the contract will be executed.

Additionally, given the necessity to spend these particular funds prior to December 31, 2020, it will be helpful to be able to reimburse eligible costs incurred during the timeframe of April 1, 2020-December 31, 2020.

Should you have additional questions, please contact me directly at 901-636-7365.

Thank you.





Suppliers

Suppliers >

Update SHELBY COUNTY GOVERNMENT - 12734: Business Classification

Cancel Save

- Quick Update
- Company Profile
 - Organization
 - Tax Details
 - Address Book
 - Contact Directory
 - **Business Classification**
 - Products & Services
 - Banking Details
 - Surveys
- Approval History
- Terms and Control
 - Accounting
 - Tax and Reporting
 - Purchasing
 - Receiving
 - Payment Details
 - Relationship
 - Invoice Management

Certification

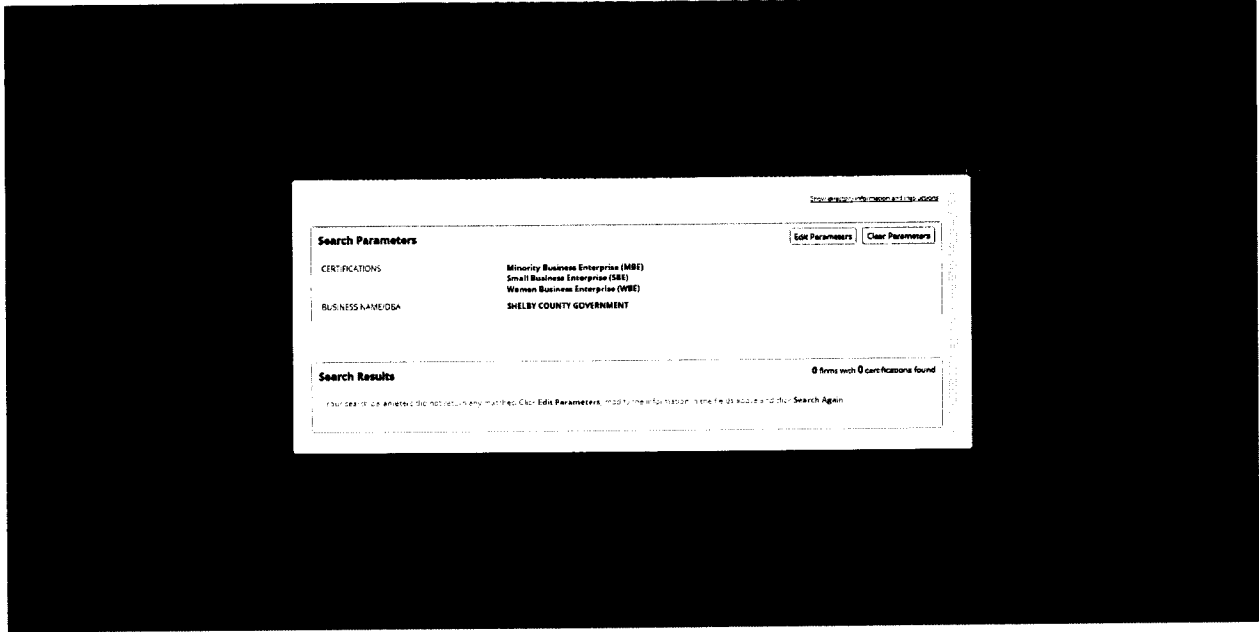
Last Certified By

✓TIP Date format example: 23-Jul-2020

Classification	Minority Applicable Type	Certificate Number	Certifying Agency	Expiration Date	Status
MIPR Assisting Agency	<input type="checkbox"/>				
Minority Owned	<input type="checkbox"/>				
Service-disabled Veteran Owned	<input type="checkbox"/>				
Small Business	<input type="checkbox"/>				
Veteran Owned	<input type="checkbox"/>				
Women Owned	<input type="checkbox"/>				

Cancel Save





Search Parameters

[Edit Parameters](#) [Clear Parameters](#)

CERTIFICATIONS

Minority Business Enterprise (MBE)
Small Business Enterprise (SBE)
Women Business Enterprise (WBE)

BUSINESS NAME/DBA

SHELBY COUNTY GOVERNMENT

Search Results

0 firms with 0 certifications found

Your search criteria did not return any matches. Click Edit Parameters, modify the information, and re-submit the form. Search Again.



SAM Search Results
List of records matching your search for :

Search Term : Shelby County Government*
Record Status: Active

No Search Results



JUL 28 2020

City of
Memphis



Housing & Community Development
FY 21

Contract No. _____
Contract Description _____
Contractor Name _____
Contractor Address _____
Contractor Phone _____
Contractor Email _____

3. BID REJECTION:
For purchase/contract of _____
Description of Project _____
Reason for Rejection _____

4. CONTRACT AWARD RECOMMENDATION:
Contract No. _____
Contract Amount _____
Contractor Name _____
Contractor Address _____

Special Instructions: _____

5. CONTRACT AWARD RECOMMENDATION:
Contract No. _____
Contract Amount _____
Contractor Name _____
Contractor Address _____

Special Instructions: _____

Contract No.	Contract Description	Contract Amount	Contractor Name	Contractor Address	Contractor Phone	Contractor Email

COST & SOURCE OF FUNDS

Item	Unit	Est	Actual	Approved	Actual	Total	Actual	Approved	Actual
(1)									
(2)									
(3)									
(4)									

Approved by: _____

City Manager: _____

Checked & Approved by: _____
7/28/2020

Checked & Approved by: _____
7/28/2020

Checked & Approved by: _____
7-30-2020

Checked & Approved by: _____
8/1/2020

City Manager: _____

FINANCIAL CLEARING APPROVAL:

(12)





RESOLUTION for Fiscal Year 2021 CARES Act Funding Allocation in the amount of \$1,000,000 for Eviction Settlement Fund in response to pandemic.

WHEREAS, the US Department of Treasury through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) - Coronavirus Relief Fund, has provided payments to assist State, Local, and Tribal governments in navigating the impact of the COVID-19 outbreak; and

WHEREAS, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the City of Memphis has received federal CARES Act funding in the amount of \$113,607,218 and has presented a Strategic Plan for proposed resource allocation, related program development, and implementation timing; and

WHEREAS, guidance from the U.S. Department of Treasury as of May 11, 2020 states that local government is authorized to use the funds on provisions of economic support in connection with the health emergency; and

WHEREAS, as of June 15, 2020, there were roughly 9,000 eviction cases that were filed with Shelby County General Sessions Court; and

WHEREAS, the COVID19 pandemic has disrupted the national and local economy, resulting in an inability for some households to cover rental payments; and

WHEREAS, significant evictions could result in more individuals and families becoming homeless and more susceptible to contracting COVID19; and

WHEREAS, the City of Memphis Division of Housing and Community Development has worked to develop the Eviction Settlement Fund in partnership with Shelby County Division of Community Services, Shelby County General Sessions Court, Neighborhood Preservation Inc., Memphis Area Legal Services, University of Memphis Law School, Innovate Memphis, BLDG Memphis, United Housing and other stakeholders; and

NCD
#32



WHEREAS, the City will provide \$1 million in CARES Act funding to support the Eviction Settlement Fund, which will be matched by funds from Shelby County and in-kind services from partner agencies; and

WHEREAS, the Eviction Settlement Fund will support residential tenants facing eviction or at high risk of eviction as a result of the pandemic or facing housing instability if evicted; and

WHEREAS, will have access to direct legal services to negotiate with property owners to settle their delinquency and have the eviction case dropped or to raise available defenses in court, or on appeal; and

WHEREAS, program funds will be available to directly pay negotiated settlements to owners and cover administrative fees necessary to operate the program; and

WHEREAS, tenants will also receive a counseling session with a HUD certified housing counselor to discuss long term financial planning and housing goals after a settlement has been completed; and

WHEREAS, it is imperative for the general fund budget to be amended in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

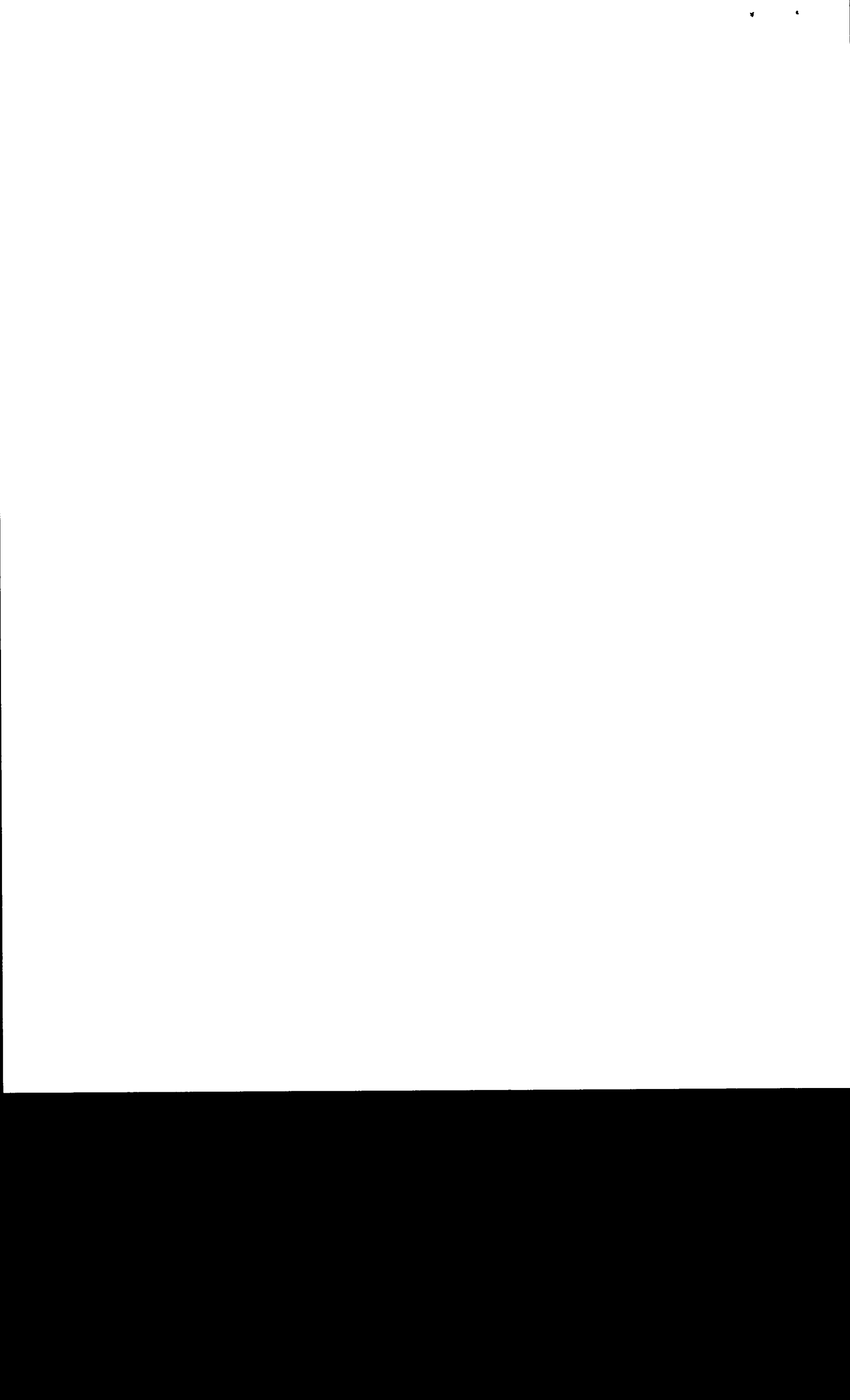
NOW, THEREFORE BE IT RESOLVED, that the following unbudgeted necessary expenditures to be incurred for actions taken to respond to the public health emergency be approved as allocated through the Coronavirus Relief Funding under section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in an amount of \$1,000,000 as follows:

Eviction Settlement Fund	\$ 825,000
Eviction Settlement Fund Program Management	\$ 175,000

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date JUL 07 2020

Valerie L. Stripes
Deputy Comptroller-Council Records



**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE CITY OF MEMPHIS, TENNESSEE AND SHELBY COUNTY GOVERNMENT**

This Memorandum of Agreement (“MOU” or “Agreement”) is entered into by and between the City of Memphis, Tennessee, a municipal corporation (the “City”) and Shelby County Government (the “COUNTY”), effective as of the date of execution.

RECITALS

WHEREAS, Section 12-9-101 through 12-9-109, Tennessee Code Annotated, authorizes public agencies of the State of Tennessee to enter into inter-local MOUs; and

WHEREAS, the City of Memphis received an allocation of funding from the U.S. Treasury Coronavirus Relief Fund; and

WHEREAS, this funding allows for Governments to make determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19; and

WHEREAS, the City and local partners have determined that measures to prevent evictions for persons due to impacts of COVID19 are necessary; and

WHEREAS, the City will establish a fund that will be directed to landlords on behalf of tenants to settle and end eviction process; and

WHEREAS, landlords may receive a settlement for rent loss due to the impacts of COVID19 and would allow tenants to remain in property for a minimum specified amount of time.;

WHEREAS, Shelby County Government through its Community Services Agency (CSA) has the experience and capacity to administer emergency assistance, including rent payments; and

WHEREAS, it is the City’s desire to enter into an MOU with Shelby County Government to administer this portion of the program.

NOW THEREFORE, for and in consideration of the premises herein, the undersigned agree as follows:

1. **Funding:** City agrees to reimburse Shelby County Government for rent assistance payments in the amount not to exceed Eight Hundred Twenty-Five Thousand Dollars and 00/100 (\$825,000.00).



2. Use of Funds:

- a. Funds shall be used in a manner consistent with Section 601 (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") which states that a State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

- b. The funds provided to Shelby County as set forth herein shall be used to reimburse for settlements provided to Landlords for rent loss due to the impacts of COVID19, thereby protecting tenants from losing housing through an eviction process.

3. Management of Funds: Shelby County shall be responsible for processing payments to landlords that accept a negotiated settlement for rent payments within five (5) days of receipt of executed settlement.
4. Recordkeeping: Shelby County shall keep records sufficient to demonstrate that the amount of Fund payments to the City of Memphis has been used in accordance with section 601 (d) of the Social Security Act.
5. Term: This MOU shall be effective from **April 1, 2020 through December 31, 2020** subject to the appropriation and availability of funds by the Memphis City Council. This MOU is subject to modification with the option to extend for an additional year, if both parties are in agreement of the extension term.
6. Audit:
- a. The City reserves the right to audit the financial records of Shelby County at any time upon reasonable notice. Shelby County shall make and keep as the same accrue, full and complete records and books of accounts of revenue and income, and costs and expenses that specifically relate to this Agreement.



Records and books and accounts, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by Shelby County, shall be open to examination during regular business hours by the City or its representatives for the purposes of inspecting, auditing, verifying, or copying the same or making extracts therefrom. Shelby County shall make and keep said records and books of accounts for a period of five (5) years after the termination of this Agreement, or the final payment to Shelby County pursuant to this Agreement, whichever shall occur later. Shelby County agrees that it will provide audited financial statements to the City not later than 120 days after the end of each fiscal year.

- b. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501 -7507) and the related provisions of the Uniform Guidance, 2 C.F.R. 200.303 through regarding internal controls, 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

7. Termination: This Agreement shall terminate upon the first to occur of any of the following events:

- A. The expiration of the MOU term on December 31, 2020, subject to modification and renewal by either party; or
- B. Shelby County fails to use the funds solely for the express purposes contemplated herein.

In the event of termination pursuant to 6(B), Shelby County shall be required to return said funding to the City within sixty (60) days of such termination.

8. Notice: All notices to be given hereunder shall be in writing and shall be delivered via certified U.S. Mail, return receipt requested, postage prepaid to the following:

If to the City:

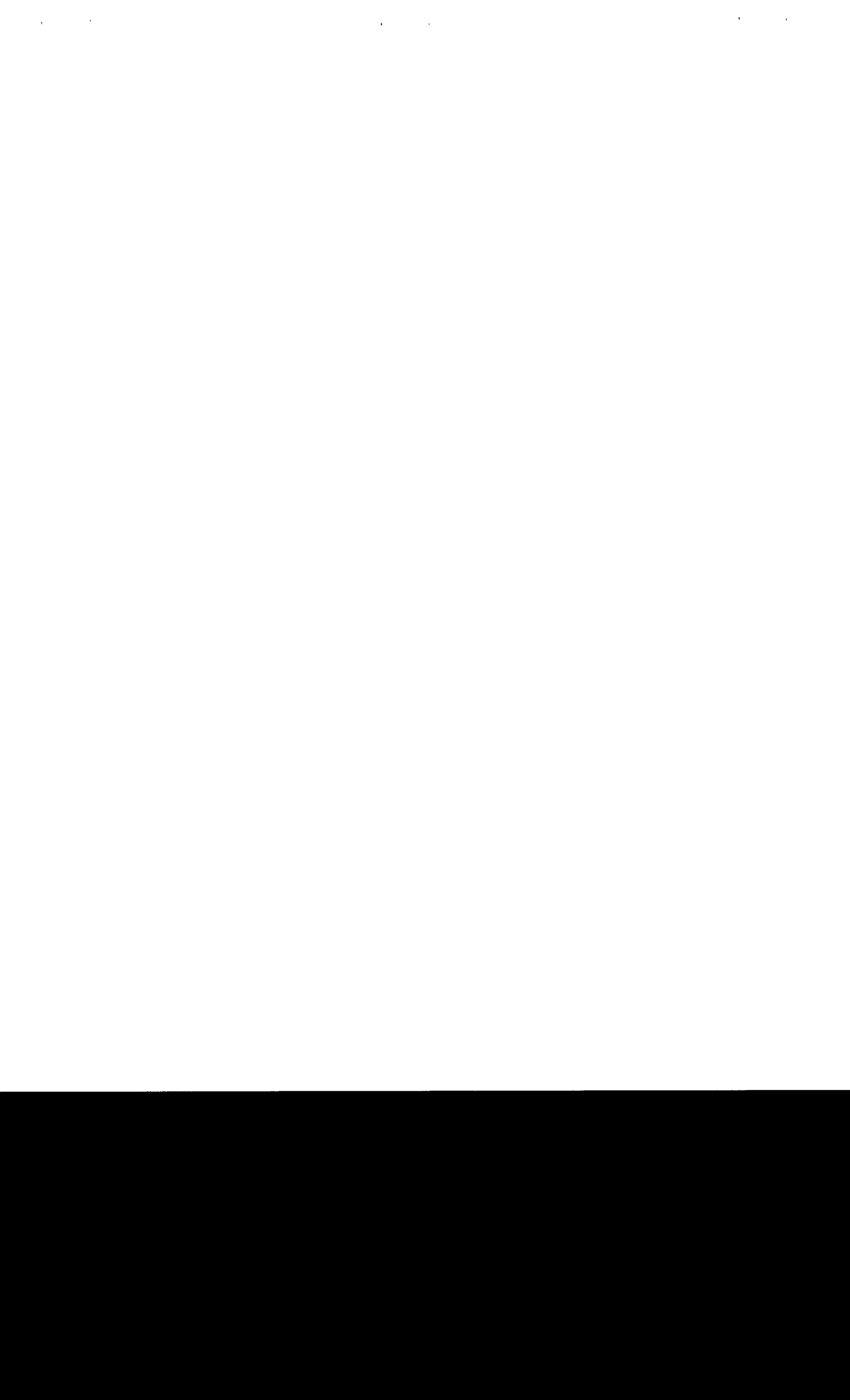
Division of Housing and Community Development
Attn: Paul Young, Director
170 North Main Street, 3rd. Floor
Memphis, Tennessee 38103



With Copy to: Chief Legal Officer/City Attorney
125 N. Main Street, Room 336
Memphis, Tennessee 38103

If to Shelby County: Division of Community Services
Attn: Dorcas Young Griffin, Division Director
160 North Main Street, Suite 250
Memphis, Tennessee 38103

9. Compliance: Shelby County is assumed to be familiar with and shall comply with all federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement.
10. Duplication of Benefits: Shelby County shall ensure that each landlord receiving settlement payments has not received duplicate assistance provided under Section 601 (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").
11. Uniform Guidance: Fund payments are subject to the following requirements in the Uniform Guidance, 2 C.F.R. 200.303 regarding internal controls, 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
12. Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.
13. Nondiscrimination: Shelby County agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be subject to discrimination in the performance of this Agreement.
14. Conflict of Interest: Shelby County warrants that no part of the funding provided hereunder shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Shelby County in connection with services to be performed relative to this Agreement.
15. Indemnification: To the extent permitted by law, Shelby County agrees to indemnify the City for all claims, suits, demands, actions, damages, settlements, costs, expenses, or other liabilities of any kind brought against the City, its officers, agents,



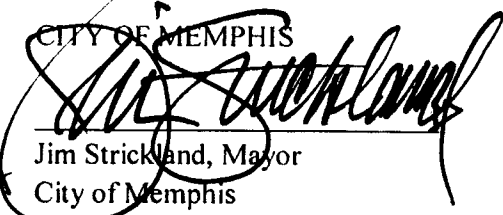
representatives, employees and City Council members arising from or in connection with Shelby County's performance under this Agreement. This obligation shall survive the expiration or termination of this Agreement.

16. Entire Agreement: This Agreement represents the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be executed in one or more counterparts.
17. Amendment: This Agreement may be modified or amended only if made in writing and executed by both parties.
18. Assignment: This Agreement may not be assigned without the prior written consent of the City.
19. No Waiver: The failure of the City to enforce any provision or exercise a right under this Agreement shall not be considered a waiver. The express waiver of a provision shall be effective only in the specific instance, and as to the specific purpose, for which it was given in writing by the City.
20. Severability: Any provision of this Agreement that is prohibited, unforeseeable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.
21. Relationship of parties: Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between the City and Shelby County. Neither Shelby County nor any of its employees shall be considered employees or employees of the City.
22. Force Majeure: The City shall not be deemed to be in breach or default hereunder for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure or performance is the result of causes beyond the City's control, including but not limited to acts of God, natural disasters, riots, wars, or any other act or circumstance beyond the reasonable control of the City.




IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of _____, 2020.

CITY OF MEMPHIS

MCA


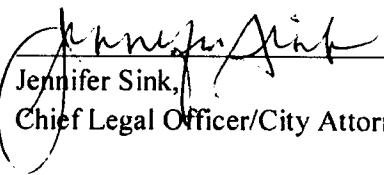
Jim Strickland, Mayor
City of Memphis

SHELBY COUNTY




Lee Harris, Mayor
Shelby County

Approved as to Form:




Jennifer Sink,
Chief Legal Officer/City Attorney
CK



Contracts Administrator
Assistant County Attorney

ATTESTED:

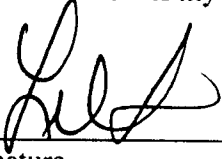


Alyson E. Morris
Comptroller



Certification of Signature

"I, Lee Harris, hereby certify that the faxed/electronic/copied signature below is my legally enforceable signature."



Signature

Mayor

Title

Shelby County Government

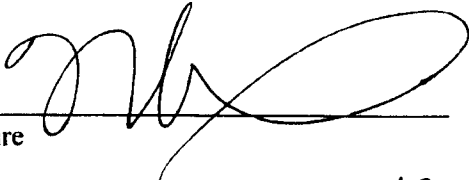
Company

July 24, 2020

Date

Certification of Signature

"I, Felisa N. Cox, hereby certify that the faxed/electronic/copied signature below is my legally enforceable signature."



Signature

Contracts Administrator / Chief Ethics Officer
Title

Shelby County Government
Company

7-23-2020
Date

