

CITY COUNCIL RESOLUTION

Whereas, on June 7, 2016, the City of Memphis FY2017 budget was approved to include the implementation of a performance-based metric by the Human Resources (HR) division; and

Whereas, HR conducted an engagement survey of the City's employees which showed low morale and engagement among employees – particularly due to management skill, pension and benefit changes and lack of merit/promotional increases; and

Whereas, the performance- based, 4-point strategy will be a multi-year project working across city divisions with liaisons and leadership with the goal to establish a competitive pay structure for amazing performance, enhance employee wellness and safety through health and education campaigns and increase development and growth in an inclusive and equitable work environment; and

Whereas, HR will institute a true talent management process for the city with a completion date of June 30, 2017.

Now, Therefore, Be It Resolved that the Memphis City Council encourages the Mayor's administration to proceed in FY2017 with the talent management strategy with the purpose to attract, develop, equip and retain Public Safety and top talent for the City of Memphis.

Dr. Edmund Ford, Jr.

Patrice Robinson

Kemp Conrad

Referendum Ordinance No. 5623

A REFERENDUM ORDINANCE AMENDING ARTICLE 27, SECTION 190 OF THE CHARTER OF THE CITY OF MEMPHIS, SAME BEING CHAPTER 11 OF THE ACTS OF 1879, PURSUANT TO THE PROVISIONS OF ARTICLE 11 SECTION 9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE HOME RULE AMENDMENT SO AS TO REQUIRE THAT ALL EMPLOYEES MUST LIVE AND MAINTAIN A RESIDENCE WITHIN THE BOUNDARIES OF THE CITY OF MEMPHIS, TENNESSEE

Whereas, Section 190 of the Memphis City Charter was amended by Home Rule Ordinance No. 5345 and a referendum ordinance of November 2, 2010, was approved by the voters requiring that all employees must live and maintain a residence within the boundaries of Shelby County.

Section 1. Proposed Amendment

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS and submitted by the City of Memphis to its qualified voters at the first general state election, which shall be held in the City of Memphis on November 8, 2016, and which shall be held at least sixty (60) days after such publication:

QUESTION:

Shall the Charter of the City of Memphis, Tennessee be amended to require all persons employed solely by the City of Memphis to live and reside within the City of Memphis, Tennessee?

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause the Ordinance to be published pursuant to provisions of Article 11, Section 9 of the Constitution of the State of Tennessee.

Section 3. Delivery to Election Commission

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis shall certify adoption of this Ordinance to the Shelby County Election Commission in charge of holding the general State election on November 8, 2016, and request that this proposed amendment to the Home Rule Charter of the City of Memphis be placed on the ballot.

Section 4. Proposal and preference

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in an election to be held on the 8th day of November 2016:

Said ordinance of the City of Memphis was adopted on the _____ day of _____, 2016, to provide for referendum vote on a Home Rule amendment to the Charter of the City of Memphis, to read as follows:

Shall the Charter of the City of Memphis, Tennessee be amended to require all persons employed solely by the City of Memphis to live and reside within the City of Memphis, Tennessee?

FOR (YES) _____
AGAINST (NO) _____

Section 5. Effective Date of Charter Amendment

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 8th day of November, 2016, the public welfare, requiring it.

Section 6. Certification of Results

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. Nonconflicting – Conflicting Laws

BE IT FURTHER ORDAINED, That upon adoption of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis, not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect, and all laws in conflict therewith are hereby repealed.

Section 8. Severability

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not effect the remaining parts of this ordinance, it being hereby

declared to be the legislative intent to have passed the remainder of this ordinance notwithstanding the parts so held to be invalid, if any.

Section 9. Publication

BE IT FURTHER ORDAINED, that this ordinance shall be published immediately after the adoption hereof.

Section 10. Enactment of City Ordinance

BE IT FURTHER ORDAINED, that this ordinance shall take effect from and after the date it shall have passed by the Council signed by the Chairman of the Council, certified and delivered to the office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Sponsor:
Marvavius Jones

KEMP CONRAD
Chairman of Council



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to accept a donation of one hundred thirty (130) heated jackets from SouthPoint Church with a value of twenty six thousand dollars (\$26,000.00).

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This grant opportunity was initiated by Fire Services.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is a new resolution to accept donated heated jackets from SouthPoint Church.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require a contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This resolution does not require expenditures or a budget amendment.

RESOLUTION

WHEREAS, the City of Memphis Division of Fire Services has been awarded a donation of one hundred thirty (130) heated traffic yellow jackets from SouthPoint Church. All donations have an estimated value of Twenty-Six Thousand Dollars (\$26,000.00); and

WHEREAS, the donations are designated to be used by Special Operations and Response Team (SORT); and

WHEREAS, it is necessary to accept the donation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of one hundred thirty (130) heated traffic yellow jackets be accepted by the City of Memphis.



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to accept grant funds from the State of Tennessee, Office of Criminal Justice Programs for Professional Services. The purpose of this project is to implement an effective offender intervention while enhancing service options for victims of Aggravated Assault/Domestic Violence (AA/DV). The project enhancements will be implemented through Global Positioning System Devices (GPS)/Tracking services for offenders and victims and evaluative components to include evaluation of GPS placement accuracy and effectiveness.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The City of Memphis Division of Police Services is awarded this grant from the State of Tennessee, Office of Criminal Justice Programs and serves as the fiscal agent for the award.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This item does not change an existing ordinance or resolution.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This is a new award pending Council approval.

5. State whether this requires an expenditure of funds/requires a budget amendment.

Acceptance will require an amendment to the FY 2016 Operating Budget to appropriate the funds.



A resolution to accept and appropriate funds for Domestic Violence Offender Intervention from the State of Tennessee, Office of Criminal Justice Programs for Professional Services.

WHEREAS, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Eight Hundred Ninety Nine Thousand, Nine Hundred Ninety Nine Dollars (\$899,999.00) from the State of Tennessee, Office of Criminal Justice Programs; and

WHEREAS, these funds will be used for Professional Services to implement Global Positioning System (GPS) project and project evaluation; and

WHEREAS, it is necessary to accept the grant funding and amend the FY 2016 Operating Budget to establish funds for the Domestic Violence Offender Intervention Project; and

WHEREAS, it is necessary to appropriate Eight Hundred Ninety Nine Thousand, Nine Hundred Ninety Nine Dollars (\$899,999.00) for the Domestic Violence Offender Intervention Grant Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Domestic Violence Offender Intervention Grant funds in the amount of Eight Hundred Ninety Nine Thousand and Nine Hundred Ninety Nine Dollars (\$899,999.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the FY 2016 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the JAG, Domestic Violence Intervention Grant as follows:

REVENUE

State of Tennessee – Office of Criminal Justice Programs	<u>\$899,999.00</u>
Total	\$899,999.00

EXPENDITURES

Professional Services	<u>\$899,999.00</u>
Total	\$899,999.00



Memphis City Council Summary Sheet

1. Resolution seeking acceptance of donations for:
 - It is the intent of the residents and management of Hillview Village Apartments to purchase five SkyCop Pro Enclosure System w/2-1080P Cameras
 - (1) Radio Gateway & Network- Installed
 - (4) MLGW Pole Permit Fees
 - (1) Complete System Installation: Includes all SkyCop Enclosures and Radio Gateways
 - The cumulative total of the complete donation has an estimated value of Thirty-Five Thousand Six Hundred Eighty-Seven Dollars and 36/100 (\$35,687.36) after installation.
 - The donor is the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

2. The City of Memphis Division of Police Services is awarded the equipment valued at Thirty-Five Thousand Six Hundred Eighty-Seven Dollars and 36/100 (\$35,687.36) and will serve as the fiscal agent.

3. Resolution will not change an existing ordinance or resolution.

4. Resolution will not require a new contract or amendment to an existing contract.

5. Resolution will not require an expenditure of funds or a budget amendment.



RESOLUTION

WHEREAS, It is the intent of the residents and management of Hillview Village Apartments to purchase five (5) SkyCop Pro Enclosure Systems w/2-1080P Cameras, compatible with existing MPD equipment, to be installed in the neighborhood. Through the agreement with SkyCop, Inc., the residents and management of Hillview Village Apartments will obtain the camera systems and donate the equipment to MPD through the Memphis/Shelby County Law Enforcement Foundation.

WHEREAS, the City of Memphis Division of Police Services Real Time Crime Center has been awarded (5) SkyCop® Pro Enclosure System w/2- 1080P Cameras, (1) Radio Gateway & Network-Installed, (1) Complete System Installation: Includes all SkyCop Enclosures and Radio Gateways and, (4) MLGW Pole Permits. The cumulative total of the complete donation has an estimated value of Thirty-Five Thousand Six Hundred Eighty-Seven Dollars and 36/100 (\$35,687.36) after installation. The donor is the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

WHEREAS, the equipment becomes the property of MPD after one year warranty period; and
WHEREAS, the donations are designated for use at Hillview Village Apartments; and

WHEREAS, it is necessary to accept the donation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of SkyCop® cameras with a total value of Thirty-Five Thousand Six Hundred Eighty-Seven Dollars and 36/100 (\$35,687.36); be accepted by the City Of Memphis.

Exhibit A



Quote

Quote Number: 356

Payment Terms: 50% Down Payment with 50% Due upon Completion
Expiration Date: 05/28/2016

Quote Prepared For

David Deitz
Hillview Village Apartments
920 S. Main Street, Ste 200
Suite 200
Grapevine, TX 76051
Phone:817-488-2011
ddeitz@arnoldgrounds.com

Quote Prepared By

Ken Shackelford
SCI TECHNOLOGIES INC
3736 Getwell Cove
Memphis, Tennessee 38118
Phone:9014102151
Fax:
Kshackelford@skycopinc.com
TN License #1899

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	5	SC-123-2FHDTVI-1080P-5-50MZ-2TB-R(C) SkyCop Pro Enclosure System w/ (2) flashing blue lights, MPD/ SkyCop Logos (2) Fixed 1080P Bullet Cameras, DVR w/ 2TB storage, Power & Surge Protection	\$5,700.00	\$0.00	\$5,700.00	\$28,500.00
2)	1	SC-Radio GW Radio Gateway & Network- Installed	\$1,250.00	\$0.00	\$1,250.00	\$1,250.00
3)	4	MLGW-FEES **MLGW Make Ready Cost & Pole Attachment Permit Fee	\$488.09	\$0.00	\$488.09	\$1,952.36
4)	1	SC-Install Complete System Installation: Includes all SkyCop Enclosures, and Radio Gateways	\$3,985.00	\$0.00	\$3,985.00	\$3,985.00
One-Time Subtotal						\$35,687.36

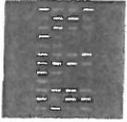
Thank you for the opportunity! This quote is for two fixed 1080p camera enclosures (no PTZ).

Total \$35,687.36

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



EUREKA
MULTIFAMILY GROUP

820 S. Main Street, Suite 200
Grapevine, TX 76051

O 817.488.2011
F 817.488.2055

EurekaMultifamilyGroup.com

May 20, 2016

To: Michael Rallings Michael.Rallings@memphistn.gov

Cc: Angela Boyce Angela.Boyce@memphistn.gov

Cc: Yolanda White Yolanda.White@memphistn.gov

Subject: (Donation of SkyCop System – Hillview Apartments)

Dear Interim Director Michael W. Rallings,

The resident(s) and management of Hillview Village Apartments appreciate the brave officers of the Memphis Police Department and the Airways Station precinct who work diligently to protect our community.

We have raised funding to procure five (5) SkyCop camera systems. It is our desire to improve security of our community. We believe that implementing the additional SkyCop Security Camera will help deter crime, while providing your department with valuable equipment that may not otherwise be available.

Through an agreement with SkyCop, Inc., we will obtain the security system with a one-year warranty. We will donate the camera equipment (Approximately \$35,000) to MPD through the Memphis and Shelby County Law Enforcement Foundation.

All camera signals and video data will be provided directly to MPD for its monitoring and use.

We request your approval of the donation and confirmation that the system will remain in the Hillview Village Apartments for the use and monitoring by your department.

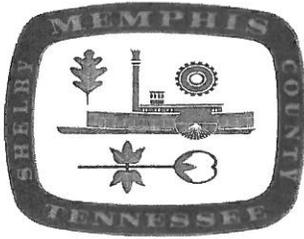
If possible, we would respectfully request this donation be added to the next City Council meeting coming up in June. Thank you in advance for your consideration.

Kindest Regards,

David Deitz

Vice President/Director of Operations

Eureka Multifamily Group



Memphis City Council Summary Sheet

1. Resolution seeking acceptance of donations for:

- It is the intent of the residents of Fairwood Lane to purchase one SkyCop Pro Enclosure System w/1-1080P Camera
- (1) LPR with Software License
- (2) MLGW Pole Permit Fees
- (1) MPD Air Card donation for three years
- (2) SCRANOM5 ROCKET NANO STATION NSM5
- The cumulative total of the complete donation has an estimated value of Seventeen Thousand Nine Hundred Thirty-Nine Dollars and 06/100 (\$17,939.06) after installation.
- The donor is the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

2. The City of Memphis Division of Police Services is awarded the equipment valued at Seventeen Thousand Nine Hundred Thirty-Nine Dollars and 06/100 (\$17,939.06) and will serve as the fiscal agent.

3. Resolution will not change an existing ordinance or resolution.

4. Resolution will not require a new contract or amendment to an existing contract.

5. Resolution will not require an expenditure of funds or a budget amendment.



RESOLUTION

WHEREAS, It is the intent of the residents of Fairwood Lane to purchase one SkyCop Pro Enclosure System w/1-1080P Camera, compatible with existing MPD equipment, to be installed in the neighborhood. Through the agreement with SkyCop, Inc., the residents of Fairwood Lane will obtain the camera systems and donate the equipment to MPD through the Memphis/Shelby County Law Enforcement Foundation.

WHEREAS, the City of Memphis Division of Police Services Real Time Crime Center has been awarded (1) SkyCop® Pro Enclosure System w/1- 1080P Camera, (1) LPR with Software License, (1) MPD Air Card donation for three years, (2) MLGW Pole Permits and(2) SCRANANOM5 ROCKET NANO STATION NSM5 . The cumulative total of the complete donation has an estimated value of Seventeen Thousand Nine Hundred Thirty-Nine Dollars and 06/100 (\$17,939.06) after installation. The donor is the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

WHEREAS, the equipment becomes the property of MPD after one year warranty period; and
WHEREAS, the donations are designated for use on Fairwood Lane; and

WHEREAS, it is necessary to accept the donation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of SkyCop® cameras with a total value of Seventeen Thousand Nine Hundred Thirty –Nine Dollars and 06/100 (\$17,939.06); be accepted by the City Of Memphis.

Exhibit A



Quote

Quote Number: 375

Payment Terms: 50% Down Payment with 50% Due upon Completion
Expiration Date: 07/31/2016

Quote Prepared For

Mr. Robert Solmson
Robert Solmson
 5860 Fairwood Lane
 Memphis, TN 38117
 Phone:
 robertsolmson@fairwoodcapital.com

Quote Prepared By

Greg Nuckles
SCI TECHNOLOGIES INC
 3736 Getwell Cove
 Memphis, Tennessee 38118
 Phone:9014102151
 Fax:
greg@skycopinc.com
 TN License #1899

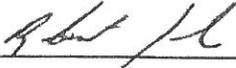
Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	1	SC-123-4CVR-1080P SkyCop Pro Enclosure System w/ (2) flashing blue lights, MPD/ SkyCop Logos (2) Fixed 1080P Bullet Cameras, DVR w/ 4TB storage, Power & Surge Protection, 4G LTE Embedded SIM Card Wireless Broadband Router for communication	\$6,368.28	\$0.00	\$6,368.28	\$6,368.28
2)	1	SC-123-LPRENC SkyCop Enclosure with 1 - 1080P Camera; Power Supplies; MPD Logo; 2 - Blue Lights; Surge Protection; Configured for LPR	\$1,834.10	\$0.00	\$1,834.10	\$1,834.10
3)	1	LPR LPR with Software License	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
4)	2	MLG&W Pole Permit Fee MLGW-FEES	\$488.09	\$0.00	\$488.09	\$976.18
5)	1	Miscellaneous MPD Air Card Donation for three years.	\$480.00	\$0.00	\$480.00	\$480.00
6)	2	SCRNANOM5 ROCKET NANO STATION NSM5	\$140.25	\$0.00	\$140.25	\$280.50
One-Time Subtotal						\$17,939.06

Two SkyCop Enclosures for first two MLGW poles on Fairwood Lane. This is a split system for optimal deterrence and detection. Pole closest to entrance will have SkyCop Enclosure with one (1) 1080P Camera and LPR System. Second pole will have SkyCop Enclosure with one (1) 1080P Camera looking up cove and 2nd 1080MP Camera zoomed in past first pole to capture superior details of incoming traffic.

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item# Quantity Item

Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
		Total	\$17,939.06

Authorizing Signature 
Date 5/25/16

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

May 20, 2016

To: Michael Rallings Michael.Rallings@memphistn.gov

Cc: Angela Boyce Angela.Boyce@memphistn.gov

Cc: Yolanda White Yolanda.White@memphistn.gov

Subject: (Donation of SkyCop System)

Dear Interim Director Michael W. Rallings,

The resident(s) of Fairwood Lane appreciate the brave officers of the Memphis Police Department and the Tillman precinct who work diligently to protect our community.

We raised funding to procure two (2) SkyCop camera systems with one (1) LPR for our street. It is our desire to improve security of our street. We believe that implementing the additional SkyCop Security Camera will help deter crime, while providing your department with valuable equipment that may not otherwise be available.

Through an agreement with SkyCop, Inc., we will obtain the security system with a one-year warranty. We will donate the camera equipment (Approximately \$17,000.00) to MPD through the Memphis and Shelby County Law Enforcement Foundation.

All camera signals and video data will be provided directly to MPD for its monitoring and use. We will also donate funds to cover 12 months of MPD's Verizon wireless service plan, at \$39.99 per month, for connectivity to the Real Time Crime Center.

We request your approval of the donation and confirmation that the system will remain on Fairwood Lane for the use and monitoring by your department.

If possible, we would respectfully request this donation be added to the next City Council meeting.

Respectfully,



Robert Solmson



Memphis City Council Summary Sheet

1. Resolution seeking acceptance of donations for:
 - It is the intent of Wayne Ashford to purchase (1) SkyCop Security Enclosure w/Cameras
 - (1) MLGW Pole Permit Fees
 - (1) 12mo. Verizon Wireless Cellular Service (MPD Data Plan)
 - The cumulative total of the complete donation has an estimated value of Seven Thousand Two Hundred Six Dollars and 36/100 (\$7,206.36) after installation.
 - The donor is the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

2. The City of Memphis Division of Police Services is awarded the equipment valued at Seven Thousand Two Hundred Six Dollars and /100 (\$7,206.36) and will serve as the fiscal agent.

3. Resolution will not change an existing ordinance or resolution.

4. Resolution will not require a new contract or amendment to an existing contract.

5. Resolution will not require an expenditure of funds or a budget amendment.



RESOLUTION

WHEREAS, It is the intent of Wayne Ashford at 5695 Crestview to purchase one SkyCop Security Enclosure w/Cameras, compatible with existing MPD equipment, to be installed on Pleasant View near Crestview. Through the agreement with SkyCop, Inc., Wayne Ashford will obtain the camera system and donate the equipment to MPD through the Memphis/Shelby County Law Enforcement Foundation.

WHEREAS, the City of Memphis Division of Police Services Real Time Crime Center has been awarded (1) SkyCop® Security Enclosure w/Cameras, (1) 12mo. Verizon Wireless Cellular Service (MPD Data Plan) and (1) MLGW Pole Permit. The cumulative total of the complete donation has an estimated value of Seven Thousand Two Hundred Six Dollars and 36/100 (\$7,206.36) after installation. The donor is the Memphis/Shelby County Law Enforcement Foundation. **(See Exhibit A)**

WHEREAS, the equipment becomes the property of MPD after one year warranty period; and **WHEREAS**, the donations are designated for use at Pleasant View near Crestview; and

WHEREAS, it is necessary to accept the donation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of SkyCop® cameras with a total value of Seven Thousand Two Hundred Six Dollars and 36/100 (\$7,206.36); be accepted by the City Of Memphis.

Exhibit A



Quote

Quote Number: 337

Payment Terms: 50% Down Payment with 50% Due upon Completion
Expiration Date: 05/26/2016

Quote Prepared For

Wayne Ashford
Wayne Ashford
5695 Crestview
Memphis, TN 38134
Phone:901-388-1957
ashfordmeister@gmail.com

Quote Prepared By

Ken Shackelford
SCI TECHNOLOGIES INC
3736 Getwell Cove
Memphis, Tennessee 38118
Phone:9014102151
Fax:
Kshackelford@skycopinc.com

Item #	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	1	SC-123-2PTZ-2TB SkyCop Security Enclosure w/ (2) 2MP Pan/Tilt/Zoom Cameras, Edge Recording w/ 2TB Hard Drive, Surge Protection, Industrial-Grade 4G LTE Embedded Router, Flashing Blue Lights, and MPD/SkyCop Logos	\$6,238.27	\$0.00	\$6,238.27	\$6,238.27
2)	1	MLG&W Pole Permit Fee This is a one time charge from MLGW	\$488.09	\$0.00	\$488.09	\$488.09
3)	1	Verizon Wireless Cellular Service 12 Months of Verizon Wireless Service (MPD Data Plan)	\$480.00	\$0.00	\$480.00	\$480.00

One-Time Total **\$7,206.36**

Subtotal **\$7,206.36**

Total Taxes **\$0.00**

Total **\$7,206.36**

Authorizing Signature

Wayne D. Ashford

Date

4/28/16

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



Memphis City Council Summary Sheet

- This item is a resolution to accept the renewal and amendment of the Fiscal Year 2016 Operating Budget revenues and expenditures for this Continuum of Care formerly Shelter Plus Care Grant, implemented by SHIELD, Inc. in the amount of \$214,599.00.
- The initiating party is the Division of Housing and Community Development Special Needs Department.
- The resolution is not a change to an existing ordinance or resolution.
- The resolution will require a new contract.
- An expenditure of funds will be required.



Resolution accepting the grant renewal and the amendment of the Fiscal Year 2016 Operating Budget the Revenues and Expenditures for this Continuum of Care formerly Shelter Plus Care program in the amount of TWO HUNDRED AND FOURTEEN THOUSAND, FIVE HUNDRED AND NINETY-NINE DOLLARS (\$214,599.00)

RESOLUTION

WHEREAS, the Division of Housing and Community Development (HCD) continues to implement programs that provide housing assistance to low income, homeless and special needs populations; and

WHEREAS, the Division of Housing and Community Development on behalf of the City of Memphis submitted a grant application to the U.S. Department of Housing and Urban Development (HUD) as part of Memphis' Continuum of Care 2015 application for the continuance of the Shelter Plus Care Grant, Project Number TN0111L4J011507, which is implemented by SHIELD, Inc.; and

WHEREAS, the City of Memphis was awarded a TWO HUNDRED AND FOURTEEN THOUSAND, FIVE HUNDRED AND NINETY-NINE DOLLARS (\$214,599.00) Grant from HUD for a period commencing on March 1, 2016 and ending February 28, 2017; and

WHEREAS, the City of Memphis Division of Housing and Community Development in the grant application proposed to award said funds to the project sponsor, SHIELD, Inc., to ensure the continuation of the existing project based rental assistance program which provides rental assistance for 24 households for the contract period.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the HUD CONTINUUM OF CARE (formerly Shelter Plus Care) grant renewal in the amount of TWO HUNDRED AND FOURTEEN THOUSAND, FIVE HUNDRED AND NINETY-NINE DOLLARS (\$214,599.00) be accepted by the City of Memphis.

Resolution-Division of Housing and Community Development

BE IT FURTHER RESOLVED, that the Fiscal Year 2016 Operating Budget be and is hereby amended by appropriating the Revenues and Expenditures for this Shelter Plus Care program in the amount of TWO HUNDRED AND FOURTEEN THOUSAND, FIVE HUNDRED AND NINETY-NINE DOLLARS (\$214,599.00) as follows:

Revenue

<u>HUD COC Grant</u>	<u>\$214,599.00</u>
Total	\$214,599.00

Expense

<u>SHIELD, Inc. COC (CD90119)</u>	<u>\$214,599.00</u>
Total	\$214,599.00

Tax ID No.: 62-6000361

CoC Program Grant Number: TN0111L4J011507

Effective Date: 03-01-2016

DUNS No.: 0513862585

**CONTINUUM OF CARE PROGRAM
Grant Agreement**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the City of Memphis, Tennessee (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the

Continuum of Care, including those required by the Rule;

11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:-----

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:

(Signature)

Mary C. Wilson, Director, Office of Community Planning and Development
(Typed Name and Title)

(Date)

RECIPIENT

(Name of Organization)

BY:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 62-6000361
CoC Program Grant Number: TN0111L4J011507
Effective Date: 03-01-2016
DUNS No.: 0513862585

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$214,599, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period
TN0111L4J011507	03-01-16 to 02-28-17

allocated between budget line items as follows:

- | | |
|---|-------------------|
| a. Continuum of Care planning activities | \$ _____ |
| b. UFA costs | \$ _____ |
| c. Acquisition | \$ _____ |
| d. Rehabilitation | \$ _____ |
| e. New construction | \$ _____ |
| f. Leasing | \$ _____ |
| g. Rental assistance | \$ <u>201,600</u> |
| (of which \$ _____ is for short-term and medium-term rental assistance for persons at risk of homelessness) | |
| h. Supportive services | \$ _____ |
| i. Operating costs | \$ _____ |
| ,j. Homeless Management Information System | \$ _____ |
| k. Administrative costs | \$ <u>12,999</u> |
| l. Relocation costs | \$ _____ |
| m. Housing relocation and stabilization services | \$ _____ |
- In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a

project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.

6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: _____

(Signature)

Mary C. Wilson, Director, Office of Community Planning and Development

(Typed Name and Title)

(Date)

RECIPIENT

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)



Memphis City Council Summary Sheet

- This item is a resolution to accept the renewal and amendment of the Fiscal Year 2016 Operating Budget revenues and expenditures for this Continuum of Care formerly Shelter Plus Care Grant, implemented by Friends for Life, Inc. in the amount of \$144,653.00.
- The initiating party is the Division of Housing and Community Development Special Needs Department.
- The resolution is not a change to an existing ordinance or resolution.
- The resolution will require a new contract.
- An expenditure of funds will be required.

Resolution-Division of Housing and Community Development



Resolution accepting the grant renewal and the amendment of the Fiscal Year 2016 Operating Budget be by appropriating the Revenues and Expenditures for this Continuum of Care formerly Shelter Plus Care program in the amount of ONE HUNDRED AND FORTY-FOUR THOUSAND SIX HUNDRED AND FIFTY-THREE DOLLARS (\$144,653.00).

RESOLUTION

WHEREAS, the Division of Housing and Community Development (HCD) continues to implement programs that provide housing assistance to low income, homeless and special needs populations; and

WHEREAS, the Division of Housing and Community Development on behalf of the City of Memphis submitted a grant application to the U.S. Department of Housing and Urban Development (HUD) as part of Memphis' Continuum of Care 2015 application for the CONTINUUM OF CARE (formerly Shelter Plus Care) Grant, Project Number TN0016L4J011508, which is implemented by Friends for Life, Inc.; and

WHEREAS, the City of Memphis was awarded a ONE HUNDRED AND FORTY-FOUR THOUSAND SIX HUNDRED AND FIFTY-THREE DOLLARS (\$144,653.00) grant from HUD for a period commencing on March 1, 2016 and ending February 28, 2017; and

WHEREAS, the City of Memphis Division of Housing and Community Development in the grant application proposed to award said funds to the project sponsor, Friends for Life Inc., to ensure the continuation of the existing project based rental assistance program which provides funding for a 16 unit apartment facility.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the HUD Shelter Plus Care grant renewal in the amount of ONE HUNDRED AND FORTY-FOUR THOUSAND SIX HUNDRED AND FIFTY -THREE DOLLARS (\$144,653.00) be accepted by the City of Memphis.

Resolution-Division of Housing and Community Development

BE IT FURTHER RESOLVED, that the Fiscal Year 2016 Operating Budget be and is hereby amended by appropriating the Revenues and Expenditures for this Shelter Plus Care program in the amount of ONE HUNDRED AND FOURTY-FOUR THOUSAND SIX HUNDRED AND FIFTY-THREE DOLLARS (\$144,653.00) as follows:

Revenue

HUD Shelter Plus Care Grant

\$144,653.00

Total

\$144,653.00

Expense

Friends for Life SPC (CD90073)

\$144,653.00

Total

\$144,653.00

Tax ID No.: 62-6000361

CoC Program Grant Number: TN0016L4J011508

Effective Date: 03-01-2016

DUNS No.: 0513862585

**CONTINUUM OF CARE PROGRAM
Grant Agreement**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and the City of Memphis, Tennessee (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the

Continuum of Care, including those required by the Rule;

11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows: _____

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:

(Signature)

Mary C. Wilson, Director, Office of Community Planning and Development
(Typed Name and Title)

(Date)

RECIPIENT

(Name of Organization)

BY:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 62-6000361
CoC Program Grant Number: TN0016L4J011508
Effective Date: 03-01-2016
DUNS No.: 0513862585

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$144,653, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period
TN0016L4J011508	03-01-16 to 02-28-17

allocated between budget line items as follows:

- | | |
|---|------------------------------|
| a. Continuum of Care planning activities | \$ _____ |
| b. UFA costs | \$ _____ |
| c. Acquisition | \$ _____ |
| d. Rehabilitation | \$ _____ |
| e. New construction | \$ _____ |
| f. Leasing | \$ _____ |
| g. Rental assistance | \$ <u>135,924</u> |
| (of which \$ _____ is for short-term and medium-term rental assistance for persons at risk of homelessness) | |
| h. Supportive services | \$ _____ |
| i. Operating costs | \$ _____ |
| j. Homeless Management Information System | \$ _____ |
| k. Administrative costs | \$ <u>8,729</u> |
| l. Relocation costs | \$ _____ |
| m. Housing relocation and stabilization services \$ _____ | In accordance with the Rule, |
- Recipient is prohibited from moving more than 10% from one budget line item in a

project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.

6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: _____

(Signature)

Mary C. Wilson, Director, Office of Community Planning and Development
(Typed Name and Title)

(Date)

RECIPIENT

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This item is a Resolution approving an extension of a lease agreement with The City of Memphis Division of Public Works for two additional years. The resolution was approved by the Board of Commissioners of the Memphis and Shelby County Port Commission on May 18, 2016.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis and Shelby County Port Commission

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is not a change to an existing ordinance or resolution.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This extends the lease agreement dated April 9, 1996. The extension extends the lease agreement for two additional years.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This does not require expenditure of funds nor a budget amendment.

**CITY OF MEMPHIS RESOLUTION
AUTHORIZING THE EXTENSION OF THE PIDGEON INDUSTRIAL PARK LEASE
AGREEMENT WITH THE CITY OF MEMPHIS DIVISION OF PUBLIC WORKS
FOR USE FOR THE EARTH COMPLEX**

WHEREAS, the Memphis and Shelby County Port Commission (the "Comimission"), along with the City of Memphis and the County of Shelby, entered into the Pidgeon Industrial Park Lease Agreement for the lease of property to the City of Memphis Division of Public Works ("Lessee") on or about April 9, 1996 with an expiration date of December 31, 2015 (the "Lease"); and

WHEREAS, the parties desire to extend the term of the Lease while the parties renegotiate the existing terms and conditions for a new lease.

WHEREAS, The Commission is authorized to enter into an agreement extending the terms of the Lease for an additional period of two (2) years, which shall begin on January 1, 2016 and end on December 31, 2017.

WHEREAS, all other terms and conditions of the Lease shall remain in full force and effect and the Chairman and any other officer of the Port are authorized to execute any and all documents related to the extension of the Lease contemplated by this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City of Memphis, on recommendation of the Port Commission, that the proposed extension of said lease is hereby approved.

BE IT FURTHER RESOLVED by the Council of the City of Memphis that the appropriate officials of the City of Memphis are hereby authorized to execute same.

BE IT FURTHER RESOLVED that this action is subject to concurrence by Shelby County.