



To: Honorable Mayor Jim Strickland

From: Kristie Hardy, Purchasing Agent

JB
KH

DOCU-SIGN

Date: March 6, 2023

Subject: Contract # 40202 - HUMANE SOCIETY OF MEMPHIS & SHELBY COUNTY

Please find attached the above referenced contract for the Mayor's signature. This document requires City Council approval. For those requiring City Council approval, the Resolution evidencing such approval is enclosed.

Purpose: Grant for Humane Society of Memphis & Shelby County. Term: 7/1/22 - 6/30/23. Comp: \$3,000 Total Cost.

Type: New

Type Amount: \$

Financial Commitment: The total cost for this agreement is \$3,000.00.

M/WBE Participation Goal: 0.00%

M/WBE Participation Commitment: 0.00%

SBE-Only Bid: N/A

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



FY 23

PURCHASING

New Contract Agreement Checklist

Division: Arts

Req #: _____

RFQ #: _____

PO / Contract #: 40202

Name & Date: JK 3/6/23

| Negotiated Contract | YES | NO | N/A |
|---|-----|----|-----|
| RFP Required | | | |
| Scoring Criteria attached | | | ✓ |
| Purchasing has original proposals | | | ✓ |
| Check award recommendation information | ✓ | | ✓ |
| Check scope of services | ✓ | | |
| Check term of contract/extension clauses | ✓ | | |
| Check and enter Not To Exceed amount | ✓ | | |
| Check contract amount | | ✓ | |
| Check source of funds/POETA | ✓ | | |
| Check insurance requirements | ✓ | | |
| Have you received tax exempt ruling letter from IRS or Memphis Shelby County Business Tac Receipt/License | | | ✓ |
| Copy of license & establish date - Shelby County 222-3059 | | | ✓ |
| Check Signatures | | | ✓ |
| Copy of insurance/endorsement to clerk | ✓ | | |
| Tabs inserted into packet | ✓ | | ✓ |

Term: 7/1/22 - 6/30/23

Estimate /NTE (circle one): \$3000 Total Cost

Previous Encum Amt: N/A

Description for Processing: Grant for Humane Society

Vendor: Humane Society of Memphis and Shelby County

SECTION 1

COO Memo

EBO Goal Sheet

Oracle – Business Classification Printout

OBDC Registry Printout

SAM Printout



City of Memphis

DIVISION OF FINANCE

From: Temari Lewis, Sr. Grants Analyst
To: Jim Strickland, Mayor
Via: Chandell Ryan, Chief Operating Officer
Date: February 21, 2023
Re: Humane Society of Memphis & Shelby County

Brief/Memo

1. Purpose: Grant award by the Memphis City Council for initiatives identified in the Grantee request.
2. Funding Authority: Approved by City Council in the FY23 Budget.
3. Based on the above information, approval is requested for this contract.

If you have any additional questions, please feel free to contact Grants Accounting at (901) 636-7033.
In the meantime, we look forward to working with you to make this a successful year.

Thank You

[Show directory information and instructions](#)

Search Parameters

[Edit Parameters](#)

[Clear Parameters](#)

CERTIFICATIONS

Minority Business Enterprise (MBE)

Small Business Enterprise (SBE)

Women Business Enterprise (WBE)

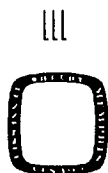
BUSINESS NAME/DBA

HUMANE SOCIETY OF MEMPHIS

Search Results

0 firms with 0 certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search** Again.



Suppliers

Suppliers >

Update HUMANE SOCIETY OF MEMPHIS & SHELBY COUNTY - 158396: Business Classification

- Quick Update
- Company Profile
- Organization
- Tax Details
- Address Book
- Contact Directory

Certification

Last Certified By

TIP Date format example: 15-Feb-2023

Business Classification

- Products & Services
- Banking Details
- Surveys
- Approval History
- Terms and Control
- Accounting
- Tax and Reporting
- Purchasing
- Receiving
- Payment Details
- Relationship
- Invoice Management

Classification

| Classification | Applicable | Minority Type | Certificate |
|--|--------------------------|---------------|-------------|
| 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"/> | | |
| Women-owned small business eligible under the WOSB program | <input type="checkbox"/> | | |

SECTION 2

B&C

Bid Tab (if required)

Justification Letters

- Award Not To Low Bidder Memo
- Sole/Single Source
- Back Dated Memo's
- Resolutions
- etc.

City of Memphis



BID AND CONTRACT AGENDA SHEET

F Y 23

Original
staples to

1. Division: Grants & Agencies Date 2/21/2023
 Division Contact Person Temari Lewis Phone # 901-636-7033
 Print Name

2. Contractor : Humane Society of Memphis & Shelby County Address: 935 Farm Rd.
 City/State/ Zip Code Memphis, TN 38134

Contractor's Contact Name Ellen Zahariadis Contractor's Email Address _____

3. BID REJECTION:

For purchase/construction of _____

Explanation of rejection _____

Request to Re-advertise _____

4. CONTRACT AWARD RECOMMENDATION: RFQ/RFP # _____ Vendor # _____

Check Box: Low Best* Only Negotiated

Contract Amount: \$ _____

Purpose : _____

Special Instructions: _____

*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# 40200

For: _____

Special Instructions: _____

6. Submit Invoices to:

Dept. Contact Person _____ Address _____

City/State/Zip Code _____

| | | | | | |
|-------------------------------------|-----------------|--------------------------|-------------------|--------------------|----------|
| <input type="checkbox"/> | Extension | Original Contract Amount | <u>\$3,000.00</u> | Final Payment Due: | \$ _____ |
| <input type="checkbox"/> | Change Order | Previous C. O. Total | _____ | Retainage: | \$ _____ |
| <input type="checkbox"/> | Cancel Contract | C. O. # | _____ | Attached | _____ |
| <input type="checkbox"/> | Transfer to PO | Encumbrance Amount | <u>\$3,000.00</u> | | |
| <input type="checkbox"/> | Amendment | Adjusted Contract Amount | <u>\$0.00</u> | | |
| <input checked="" type="checkbox"/> | Encumber | | | | |
| <input type="checkbox"/> | Unencumber | | | | |

COST & SOURCE OF FUNDS

| Type | Line # | Fund | Serv. Ctr | Account # | Project # | Task # | Award # | Amount |
|------|--------|------|-----------|-----------|-----------|--------|---------|------------|
| (1) | | 0111 | 230101 | 061026 | | | | \$3,000.00 |
| (2) | | | | | | | | |
| (3) | | | | | | | | |
| (4) | | | | | | | | |
| (5) | | | | | | | | |
| (6) | | | | | | | | |

Appropriating Resolution Attached. Other Attachments

FEB24 2:21PM

CHECKED & APPROVED BY : Cynthia Swain 2/22/23 [Signature] 02/24/2023
 Service Center Approval Date Division Director Date

Director, OBDC Approval _____ Date [Signature]
 City Engineer _____ Date _____
 Contract Analyst-Print _____

Chief Administrative Officer _____ Date _____
 Purchasing Agent or CPO [Signature] 3/8/2023
 Date 4/10/23

FUNDING/PURCHASING APPROVAL:
 Funds are available.
 Funds to be appropriated/transferred.

A resolution to amend the Council FY23 grant allocations

WHEREAS, the FY 23 Operating Budget included \$3.25 million in funding for the Council's Grants Program with an equal apportionment to the 13 members in the amount of \$250,000; and

WHEREAS, the Memphis City Council reviewed the applications and allowed presentations by prospective organizations wherein members were able to select individual grant award amounts to the organizations that successfully completed the application process; and

WHEREAS, members of the Council were afforded the opportunity to designate their full FY 23 \$250,000 allotment during the passage of the budget or to hold a portion of their allotment in abeyance with further consideration and distribution of their remaining funds to be decided by resolution at a later date; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that the following request for disbursement(s) of remaining funds be approved as follows:

| ORGANIZATION NAME | AMOUNT |
|---|--------------------|
| Freedom from Unnecessary Negatives - FFUN | \$1,000 |
| Humane Society of Memphis and Shelby County | \$3,000 |
| Memphis Symphony Orchestra | \$5,000 |
| My City Rides | \$5,000 |
| PURE Youth Athletics Alliance | \$3,796.10 |
| TOTAL | \$17,796.10 |

Sponsor: Frank Colvett, Jr.

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 01/24/2023

Valerie C. Snipes
Deputy Comptroller-Council Records

#21.

SECTION 4

Sourcing Contract

- Signature Page
- Contract
- Bid Response
- RFQ & Specifications

Negotiated Contract

- Contract (to include exhibits)

Amendment/Extension/Change Order

- Amendment/Extension/Change Order document

FUNDING AGREEMENT
between
THE CITY OF MEMPHIS
and
Humane Society of Memphis & Shelby County

THIS FUNDING AGREEMENT (the "Agreement") made and entered into by and between the City of Memphis, Tennessee ("City") and Humane Society of Memphis & Shelby County ("Grantee")

WITNESSETH:

WHEREAS, the Memphis City Council (the "Council"), during the adoption of the Fiscal Year 2023 operating budget, appropriated Community Grant funds in the amount of **\$3,000.00** for the benefit and use of Grantee, as described in the request presented and approved by Council; and

WHEREAS, this Agreement serves to further memorialize the award of such funds by City for the purpose of processing Grantee's budget request;

NOW THEREFORE, for and in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the parties hereby agree as follows:

I. FUNDING

1.1. Grantee hereby agrees to use funding granted by the City in the amount of **\$3,000.00** for the overall mission and core objectives of Grantee as presented in the request to Council.

1.2. The funding to be provided hereunder in the amount of **\$3,000.00** shall be tendered to Grantee no later than 60 days after the City receives all requested documents from Grantee.

1.3. The failure of Grantee to use the funding provided by the City for the purposes set forth herein shall result in the immediate termination of this Agreement. Grantee may also be required to return any funds improperly used by Grantee as determined by the City. Only expenditures related to the core objectives of Grantee shall be considered eligible project expenditures.

1.4. Grantee's obligations to remit the sum of any funds used for improper or ineligible expenditures shall survive the termination or expiration of this Agreement.

1.5. The City shall have a maximum liability of **\$3,000.00** under this Agreement. Any expenditure in excess of such amount shall be the sole responsibility of Grantee

2. TERM

2.1. The term of this Agreement shall be deemed effective as of July 1, 2022 thru June 30, 2023.

3. REPORTING AND RECORDS

3.1. Grantee shall submit a progress report and financial report(s), pertinent to the funding received from the City, upon a scheduled meeting by the City.

3.2. Grantee shall further maintain documentation for all expenditures funded by the City. The books, records, and documents of Grantee, insofar as they relate to funding received and expenditures incurred under this Agreement, shall be maintained for a period of three (3) full years from the date of July 1, 2022 and shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.

3.3 Grantee agrees to provide the City with any other records or reports related to the funding within seven (7) days upon request.

4. STANDARD TERMS AND CONDITIONS

4.1. Compliance. Grantee is assumed to be familiar with and agrees that at all times it will observe and comply with all applicable federal, state, and local laws, ordinances, and regulations in any manner affecting its performance under this Agreement.

4.2. Governing Law. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, both parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts within the State of Tennessee located in Shelby County, Tennessee.

4.3. Nondiscrimination. Grantee agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be subject to discrimination in its performance of this Agreement or in the employment practices of Grantee.

4.4. Drug Free Workplace. Grantee agrees that it will maintain a drug- free workplace.

4.5. Conflict of Interest. Grantee warrants that no part of the funding provided by the City 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 Grantee in connection with any services contemplated or performed relative to this Agreement.

4.6. Relationship of Parties. The parties acknowledge Grantee, its employees, agents and representatives are not employees, agents, officers or representatives of the City. Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between the City and Grantee.

4.7. Entire Agreement. This Agreement contains 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.

4.8. Amendment. This Agreement may be modified or amended, only if such amendment is made in writing and signed by both parties.

4.9. Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized as a matter of law shall not invalidate or affect the remaining provisions.

4.10. Indemnification. Grantee agrees to indemnify City for all claims brought against City, its officers, agents, representatives, and employees arising from Grantee's performance of this Agreement.

4.11. 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.

4.12. Subject to Funding. This Agreement is subject to availability and appropriation of funds by Council. In the event the funds are not appropriated or otherwise become unavailable, the City reserves the right to terminate this Agreement upon written notice to Grantee. Such termination by City shall not be deemed a breach of contract by the City. Upon such termination, Grantee shall have no right to recover from the City any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

4.13. Execution of Agreement. By executing this Agreement, each party represents to the other that this Agreement has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of such party.

4.14. Non-Profit Charitable Status. This Agreement is subject to Grantee's representation that it is a non-profit charitable organization under federal and state law. Grantee agrees to notify the City immediately of any change to its non-profit status, and understands that a change in its non-profit status may result in termination of the Agreement.

5. NOTICE

5.1. All notices to be given hereunder shall be in writing and shall be delivered to the following addresses or such other addresses as either of the parties shall give notice of from time to time during the term hereof:

City of Memphis
Division of Finance
Attn: Chief Finance Officer
CC: Latrena Jones, Grants Compliance Coordinator
170 N. Main St, 6th Floor
Memphis, TN38103

With copy to: City of Memphis
City Attorney
125 North Main St, Suite 336
Memphis, TN38103

Grantee: Humane Society of Memphis & Shelby
County
Attn: Ellen Zahariadis
935 Farm Rd.
Memphis, TN 38134

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by and through their fully authorized representatives, have executed this Agreement as of the date first written above:

CITY OF MEMPHIS

By: _____
Jim Strickland, Mayor

Date: _____

Approved as to Form:

By: _____ *Cam*
Jennifer Sink, Chief Legal Officer/
City Attorney

Attest:

By: _____
Comptroller

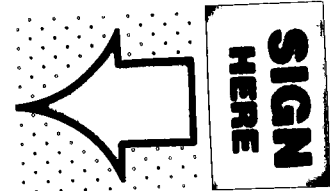
Humane Society of Memphis & Shelby County

By: _____
DocuSigned by:
Ellen Zahariadis
C08F7288CE3E4C0...

Name: Ellen zahariadis


Title: Executive Director

Date: 2/22/2023



Certification of Signature

“I, Ellen Zahariadis, hereby certify that the faxed/electronic/copied signature below is my legally enforceable signature.”

DocuSigned by:

C09F7288CE3E4C0...

Signature

Executive Director
Title

The Humane Society of Memphis and Shelby County
Company

2/22/2023
Date