



DIVISION OF FINANCE



FILE

To: Honorable Mayor Jim Strickland

From: Kristie Hardy, Purchasing Agent *CC*

Date: October 26, 2023

RA

DOCUSIGN

Subject: Contract # 40766 - AGING COMMISSION OF THE MID SOUTH

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

Purpose: Grant for the Aging Commission of the Mid-South. Term: 7/1/2023 - 6/30/2024. Amount: \$144,000.00. New

Type: New

Type Amount: \$

Financial Commitment: The total cost for this agreement is \$144,000.00.

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 24

PURCHASING

New Contract Agreement Checklist

Division: Grant

REQ#: _____

RFQ#: _____

PO/ Contract #: 40706

Name & Date: E.P. 10/26/23

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 Tax Receipt/ License			/
Copy of License & Establish Date – Shelby County 222-3059			/
Check Signatures	/		
Copy of Insurance/ Endorsement to Clerk	/		
Tabs Inserted Into Packet	/		

Term: 7/1/2023 - 6/30/2023

Estimate/ NTE (Circle One): \$ 144,000.00

Previous Encumbrance Amount: _____

Description for Processing: Grant for Aging Commission of the Mid-South.



City of Memphis

DIVISION OF FINANCE

From: Temari Lewis, Sr. Grants Analyst
To: Jim Strickland, Mayor
Via: Chandell Ryan, Chief Operating Officer
Date: October 24, 2023
Re: Aging Commission of the Mid-South

Brief/Memo

1. Purpose: Grant award for initiatives identified in the Grantee request.
2. Funding Authority: Approved by City Council in the FY24 Budget.
3. The Office of Business Diversity and Compliance program defers to grantees awarded funding by the Memphis City Council. **This is a grant-funded project and was not heard by the EBO goals committee-not subject to the EBO goals process*
4. Based on the above information, approval is requested for this contract.

If you have any additional questions, please 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



Suppliers >

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Business Classification

Products & Services

Banking Details

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Approval History

Terms and Control

Accounting

Tax and Reporting

Purchasing

Receiving

Payment Details

Relationship

Invoice Management

Update AGING COMMISSION OF THE MID SOUTH - 14198: Business Classification

Certification

Last Certified By
@ TIP Date format example: 26-Oct-2023

...

Classification

- Minority Owned
- Service-disabled Veteran Owned
- Small Business
- Veteran Owned
- Women Owned
- Women-owned small business eligible under the WOSS program

Applicable

Minority Type

Certificate Number

Expire

Search Parameters

CERTIFICATIONS

Minority Business Enterprise (MBE)
Small Business Enterprise (SBE)
Women Business Enterprise (WBE)
AGING COMMISSION OF THE MID SOUTH

BUSINESS NAME/DBA

[Edit Parameters](#)

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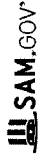
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Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search Again**.

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Disaster Response Registry

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- Exact Phrase

AGING COMMISSION OF THE MID SOUTH

- Entity
- Location
- Status Active Inactive

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City of Memphis

BID AND CONTRACT AGENDA SHEET



FY 24

Original

1. Division: Grants & Agencies Date 10/23/2023
 Division Contact Person Temari Lewis Phone # 901-636-7033
 Print Name AGING COMMISSION OF THE MID ✓
 2. Contractor: SOUTH Address: 160 N. Main Street
 City/State/ Zip Code Memphis, TN 38103
 Contractor's Contact Name Mayor Lee Harris 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# 40766 Expiration: _____
 For: _____
 Special Instructions: _____

6. Submit Invoices to:
 Dept. Contact Person _____ Address _____
 City/State/Zip Code _____

<input type="checkbox"/>	Extension	Original Contract Amount	\$144,000.00	Final Payment Due:	\$ _____
<input type="checkbox"/>	Change Order	Previous C. O. Total	_____	Retainage:	\$ _____
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll.	_____		
<input type="checkbox"/>	Transfer to PO	C. O. # _____	Attached _____		
<input type="checkbox"/>	Amendment				
<input checked="" type="checkbox"/>	Encumber	Encumbrance Amount	\$144,000.00		
<input type="checkbox"/>	Unencumber				
		Adjusted Contract Amount	\$0.00		

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0111	230101	061002				\$144,000.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached. Other Attachments
 CHECKED & APPROVED BY: Crystal Lewis 10/24/23 Service Center Approval Date 10/25/2023 Division Director Date 11/13/2023
 Director, OBDC Approval _____ Date _____ DocuSigned by: Chandell Ryan Chief Administrative Officer Date _____
 City Engineer _____ Date _____ Contract Analyst-Print _____ Purchasing Supervisor/Purchasing Agent - Date 10/31/23

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

City of Memphis



BID AND CONTRACT AGENDA SHEET

FY 24

Original

1. Division: Grants & Agencies Date 10/23/2023
 Division Contact Person Temari Lewis Phone # 901-636-7033
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<input type="checkbox"/>	Change Order	Previous C. O. Total	_____	Retainage:	\$ _____
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll.	_____		
<input type="checkbox"/>	Transfer to PO	C. O. # _____	Attached _____		
<input type="checkbox"/>	Amendment				
<input checked="" type="checkbox"/>	Encumber	Encumbrance Amount	\$144,000.00		
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount	\$0.00		

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0111	230101	061002				\$144,000.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached. Other Attachments
 CHECKED & APPROVED BY: Cristal Stevens 10/24/23 Service Center Approval Date 10/25/2023 Division Director Date

Director, OBDC Approval _____ Date _____
 City Engineer _____ Date _____
 Contract Analyst-Print _____
 Chief Administrative Officer _____ Date _____
 Purchasing Supervisor/Purchasing Agent - Date 11/16/23

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

General Fund Expenditures by Division Legal Level (continued)

Budget
FY2024

LIBRARY

Library	24,543,364
Library Total	24,543,364

INFORMATION SYSTEMS

Information Systems Admin	16,353,061
Information Systems Operations	8,683,102
Information Systems Total	25,036,163

CITY COUNCIL

City Council	3,361,031
City Council Total	3,361,031

CITY COURT JUDGES

City Court	842,953
City Court Judges Total	842,953

CITY COURT CLERK

City Court Clerk	3,733,534
Red Light Camera	3,635,886
City Court Clerk Total	7,369,420

GRANTS & AGENCIES

Agno Communities of the Mid-South	144,000
Community Initiatives Grants for Non-Profits	3,850,000
Election	2,000,000
Blight Authority of Memphis	400,000
Memphis & Shelby County Film and Television Commissio	225,000
Family Safety Center of Memphis and Shelby County	450,000
Black Business Association	300,000
Kindred Place	110,000
MLGW Citizen's Assistance Grant	1,000,000
Shelby County School Mixed Drink Proceeds	5,000,000
Shelby County School Settlement	1,333,335
Reasant Convention Center	1,585,349
Innovate Memphis	300,000
MATA	30,670,000
Urban Art	150,000
Pensioners Insurance	8,373,569
Memphis River Park	3,099,000
Expense Recovery (State Street Aid)	(6,750,000)
Oper Tfr Out - HUB Community Impact Fund	550,000
Grants & Agencies Total	52,790,253

Total FY2024 Expenditures by Legal Level Budget	794,100,000
Affordable Housing Trust Fund Contribution	5,000,000
Total FY2024 Expenditures	\$ 799,100,000

THE FOREGOING ORDINANCE

5872 PASSED

1st Reading 5/16/23

2nd Reading 6/13/23

3rd Reading 6/27/23

Approved [Signature]
Chairman of Council

Date Signed: 6/30/2023

[Signature]
Mayor, City of Memphis

Date Signed: 7/12/23

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.

[Signature]
Comptroller

Kevin W. Harkin 7/12/23

Total 430 Local Taxes 489,158.99 489,158.99 10 0.00 5,000,000.04 4,510,841.05

Total Revenue 489,158.99 489,158.99 7 0.00 7,000,000.08 6,510,841.09

Expense

515 Grants and Subsidies

061002 Aging Commission of the Mi 0.00 0.00 0 0.00 144,000.00 144,000.00
 061004 Elections 0.00 0.00 0 0.00 2,000,000.04 2,000,000.04
 061026 Community Initiatives Gran 29,250.00 29,250.00 1 1 (29,250.00) 3,849,999.96 3,849,999.96

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 CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2023

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
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0111 General Fund

Expense

515 Grants and Subsidies

061039 Blight Authority of Memphi	0.00	0.00	0	0.00	399,999.96	399,999.96
061045 Memphis & Shelby County Fi	0.00	0.00	0	0.00	225,000.00	225,000.00
061053 Pensioners Insurance	742,567.60	742,567.60	9	0.00	8,373,569.04	7,631,001.44
061117 Memphis River Parks Partne	0.00	0.00	0	0.00	3,098,999.98	3,098,999.98
061132 Memphis Area Transit Autho	27,000,000.00	27,000,000.00	88	0.00	30,670,000.00	3,670,000.00
061152 MLGW Citizen's Assistance	0.00	0.00	0	0.00	1,000,000.00	1,000,000.00
061159 Family Safety Center of Me	0.00	0.00	0	0.00	450,000.00	450,000.00
061316 Urban Art	0.00	0.00	0	0.00	150,000.00	150,000.00
064175 Black Business Association	0.00	0.00	0	0.00	300,000.00	300,000.00
064503 Convention Center	396,337.25	396,337.25	25	0.00	1,585,349.00	1,189,011.75
066109 Innovate Memphis	0.00	0.00	0	0.00	300,000.00	300,000.00
066113 Kindred Place	0.00	0.00	0	0.00	110,000.04	110,000.04
066119 Shelby County School Mixed	0.00	0.00	0	0.00	5,000,000.04	5,000,000.04
066121 2015 Shelby County School	2,666,668.00	2,666,668.00	200	0.00	1,333,335.00	(1,333,333.00)
Total 515 Grants and Subsidies	30,834,822.85	30,834,822.85	52	(29,250.00)	58,990,253.06	28,184,680.21

525 Expense Recovery

056499 Expense Recovery - State S 0.00 0.00 0 0.00 (6,750,000.00) (6,750,000.00)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2023

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0111 General Fund						
Assets						
120 Receivables						
012601 Mixed Drink Tax	0.00	968,041.28	0	0.00	0.00	(968,041.28)
Total 120 Receivables	0.00	968,041.28	0	0.00	0.00	(968,041.28)
Total Assets						
	0.00	968,041.28	0	0.00	0.00	(968,041.28)
Liabilities						
200 Accounts Payable and Accrued Li						
020113 Accounts Payable - Other	0.00	0.00	0	0.00	0.00	0.00
Total 200 Accounts Payable and Accr	0.00	0.00	0	0.00	0.00	0.00
Total Liabilities						
	0.00	0.00	0	0.00	0.00	0.00
Revenue						
301 Contributed from Fund Balance						
049998 Contributed From Assigned	0.00	0.00	0	0.00	2,000,000.04	2,000,000.04
Total 301 Contributed from Fund Bal	0.00	0.00	0	0.00	2,000,000.04	2,000,000.04
430 Local Taxes						
040710 Mixed Drink Tax	489,158.99	489,158.99	10	0.00	5,000,000.04	4,510,841.05



Mayor Lee Harris

Shelby County Government

August 12, 2022

City of Memphis
Attn: Grants Compliance
170 N Main Street, 6th floor
Memphis, TN 38103

RE: Shelby County Government

This letter is to inform you that Shelby County Government is self-insured for its liability exposures as provided by the Tennessee Governmental Tort Liability Act in the Tennessee Code Annotated, §29-20-101 et seq.

All claims are reported to the Shelby County Government Department of Finance at 160 N. Main, St. Suite 800, and Memphis, TN 38103.

Should you need further details please contact me at (901) 222-2225.

Sincerely,

Tori Kesler

Tori Kesler
Insurance Specialist
Department of Finance

TK/me

cc: Kim Daugherty, Aging Commission of the Mid-South

FUNDING AGREEMENT
between
THE CITY OF MEMPHIS
and
Aging Commission of the Mid South

THIS FUNDING AGREEMENT (the "Agreement") made and entered into by and between the City of Memphis, Tennessee ("City") and Aging Commission of the Mid South ("Grantee")

WITNESSETH:

WHEREAS, the Memphis City Council (the "Council"), during the adoption of the Fiscal Year 2024 operating budget, appropriated Community Grant funds in the amount of **\$144,000.00** 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 **\$144,000.00** 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 **\$144,000.00** 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 **\$144,000.00** 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, 2023 thru June 30, 2024.

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, 2023 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, TN 38103

With copy to:

City of Memphis
City Attorney
125 North Main St, Suite 336
Memphis, TN 38103

Grantee:

Aging Commission of the Mid South
Attn: Mayor Lee Harris
160 N. Main Street
Memphis, TN 38103

[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
886CA0625191464
Jim Strickland, Mayor

Date: 11/14/2023

Approved as to Form:

DocuSigned by:
By: Michael Fletcher 11/6/2023
77FED0240D8840C...
Michael Fletcher
Interim Chief Legal Officer/City Attorney *MF*

Attest:
DocuSigned by:
By: Joel Philhours 11/14/2023
FAF4768EA74F435...
Comptroller

Aging Commission of the Mid South

By: [Signature]

Name: Lee Harris

Title: Mayor, Shelby County

Date: 10/18/23

APPROVED AS TO FORM AND REALITY:

[Signature]

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: _____
Michael Fletcher
Interim Chief Legal Officer/City Attorney *MF*

Attest:

By: _____
Comptroller

Aging/Commission of the Mid South

By: *[Signature]* _____

Name: *Lee Harris* _____

Title: *Mayor Shelby County*

Date: *10/18/23* _____

APPROVED AS TO FORM
AND LEGALITY:
[Signature]

CITY OF MEMPHIS

Certification of Signature

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

Signature

Title

Company

Date