



**To:** Honorable Mayor Paul A. Young

**From:** Kristie Hardy, Purchasing Agent

**Date:** January 4, 2024

**Subject:** Contract # 40913 - CP UNION LLC

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

**Purpose:** Fy'24 Office Lease Agreement @ 2714 Union Ave., Suite 200 for 2,701 sq. ft as Total Rewards Space for HR via GS Division. Term: 1/1/24 - 12/31/2028. Amount: \$ 4,299.09 per Month Total Cost.

**Type:** New

**Type Amount:** \$

**Financial Commitment:** The total cost for this agreement is \$23,634.00.

**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



TENNESSEE

JIM STRICKLAND  
MAYOR

DIVISION OF HUMAN RESOURCES

## Memo

TO: Jim Strickland, Mayor

FROM: Fonda Fouche – Chief Human Resources Officer  
Antonio M. Adams, Sr. Esq  
Deputy COO/Director – General Services

VIA: Chandell Ryan, Chief Operations Officer

DATE: December 29, 2023

SUBJECT: Lease additional space with Coastal Partners, LLC for Office Space for Total Rewards Services at 2714 Union Extended Building Suite 200 on 2<sup>nd</sup> Floor in addition to leased space on the 4<sup>th</sup> and 5<sup>th</sup> floors.

### 1. Statement of Opportunity

Lease of approximately 2,701 rentable square feet of additional office space in Suite 200 on the Second Floor for Total Rewards Services, in the office building at 2714 Union Extended in addition to current leased space on the 4<sup>th</sup> and 5<sup>th</sup> floors.

### 2. General Services Action

General Services wants to grant the additional office space lease to Total Rewards for a period of sixty (60) months, from January 1, 2024, to December 31, 2028. The base rent is \$3,938.96 per month for thirty-six (36) months and \$4,299.09 for twenty-four (24) months. Tenant shall have a one (1) time right to terminate the Lease at the end of 36 month by providing Landlord with written notice, no later than the end of the 30<sup>th</sup> month following commencement of the Lease.

### 3. EBO Participation / Bid History

This project did not come before the goal setting committee.

### 4. COO Action

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

# City of Memphis BID AND CONTRACT AGENDA SHEET

## F Y 23

Original  
staple to

1. Division: Human Resources Date: 12/27/2023  
 Division Contact Person: James Jones Phone #: (901) 636-6143  
 Print Name: \_\_\_\_\_

2. Contractor: CP Union, LLC Address: 2200-B Douglas Blvd. Ste 160  
 City/State/ Zip Code: Roseville, CA 95661

Contractor's Contact Name: Brett Ryan Baumgarten 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 # 73468

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# # 40913

For: Suite 200 Lease Space for Human Resources-Total Rewards (6-month lease expense for FY24)

Special Instructions: \_\_\_\_\_

**6. Submit Invoices to:**

Dept. Contact Person \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

<input type="checkbox"/>	Extension	Original Contract Amount	Final Payment Due: \$ _____
<input type="checkbox"/>	Change Order	Previous C. O. Total	
<input type="checkbox"/>	Cancel Contract	Prev. Amend./Encum. Totl.	Retainage: \$ _____
<input type="checkbox"/>	Transfer to PO	C. O. # _____ Attached _____	
<input type="checkbox"/>	Amendment	Encumbrance Amount	<u>\$23,634.00</u>
<input type="checkbox"/>	Encumber	Adjusted Contract Amount	_____
<input type="checkbox"/>	Unencumber		

**COST & SOURCE OF FUNDS**

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0721	100000	052520				23,634.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached.  Other Attachments

JAN 4 8:18AM

CHECKED & APPROVED BY: Diana Davis 12/27/2023 Service Center Approval Date

Director, OBDC Approval \_\_\_\_\_ Date (Signature)

City Engineer \_\_\_\_\_ Date \_\_\_\_\_ Contract Analyst-Print \_\_\_\_\_ Purchasing Agent or CFO \_\_\_\_\_ Date 1/3/2024

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

**OFFICE LEASE**

# 40913

Suite 200 on the 2nd floor of the 2714 Union Extended Building  
For the Use and Benefit of HR – Total Rewards

- 1. Parties** THIS LEASE, dated the \_\_\_ day of \_\_\_\_\_, 2023 between CP UNION, LLC, a Tennessee Limited Liability Company, the parties of the first part, hereinafter called LESSOR, and the CITY OF MEMPHIS, HR-TOTAL REWARDS, a Municipal Corporation of the State of Tennessee, party of the second part, hereinafter called LESSEE,
- 2. Considerations** WITNESSETH: That each of the aforesaid parties acknowledges the receipt of a valuable consideration from the other and that they and each of them act herein in further consideration of the engagements of the other as herein stated.
- 3. Premises** That Lessor hereby lets to the Lessee office space, for the use of the City of Memphis, containing approximately 2,701 rentable square feet in Suite 200 on the Second floor in the office building located at 2714 Union Extended, in the City of Memphis, County of Shelby and the State of Tennessee, the said property is identified by the Shelby County Assessor as 028047 00004C.
- 4. Term** The initial term of this occupancy shall be for a period of sixty (60) months. Given that Tenant currently occupies the space on the 4<sup>th</sup> & 5<sup>th</sup> floor, Tenant shall work with Landlord to coordinate all improvements. Commencement will occur upon substantial completion of improvements.

So long as no event of default has occurred, Tenant shall have a one (1) time renewal option for a period of sixty (60) months at the then current rate of comparable building in the Memphis Market. Tenant shall notify Landlord, in writing, no later than six (6) months prior to Lease Expiration Date.

So long as no uncured event of default has occurred or is ongoing, Tenant shall have a one (1) time right to terminate the Lease at the end of the 36<sup>th</sup> month by providing Landlord with written notice, no later than the end of the 30<sup>th</sup> month following commencement of the Lease.
- 5. Improvements** Landlord will deliver the Premises in a turnkey fashion based off of a mutually agreed upon plan listed below:

The necessary modifications to the 2nd Floor include:

  - New paint for Suite 200
  - New LVT flooring throughout the suite.

Tenant shall reimburse Landlord directly to resize offices in suite 200.
- 6. Rental** A total minimum annual rental shall be paid by Lessee to Lessor, on the first of every month as follows, or rent shall commence on the acceptance date whichever occurs last Lessee shall accept the Leased Premises from the Lessor upon the substantial completion (meaning substantially all of the Lessor's improvements are complete subject to punch list items) of Lessor's Improvements as defined herein):

<b>Rent Table 2nd Floor – 2,701 SF</b>			
<b>Term</b>	<b>Rate</b>	<b>Monthly</b>	<b>Annual</b>
<b>Months 1-36</b>	<b>17.50</b>	<b>\$ 3,938.96</b>	<b>\$ 47,267.50</b>
<b>Months 37-60</b>	<b>19.10</b>	<b>\$ 4,299.09</b>	<b>\$ 51,589.10</b>

Lessor agrees to invoice Lessee in a timely fashion each month of the Lease. Lessor shall also invoice Lessee and Lessee shall pay for that part of the month from the date of acceptance to the end of the month.

#### **7. Proof of Payment**

The burden of proof of payment of rent in case of controversy shall be upon the Lessee.

#### **8. Services Furnished**

Lessor shall for the rent reserved furnish at no additional cost to Lessee service in the manner customary in the building as follows: heat and air-conditioning from 8:30 a.m. to 6:00 p.m. Monday through Friday and 8:30 a.m. to 1:00 p.m. on Saturday with Sundays and holidays excluded, water for lavatory and drinking purposes, elevator service, electricity for office lighting and office machines. Janitor service in the common areas including the hallway to the elevators and restrooms on multi-tenant floors (but not within the Leased Premises, where because of the sensitive nature of Lessee's business.

Lessor agrees that Lessee be allowed to provide its own janitor service, (see Item No. 24f. of this Lease). The above to be furnished without liability for reduction, cessation or interruption of any of said service when caused by the making or repairs, alterations or improvements to the building, accident, labor difficulty, difficulty in obtaining fuel, electricity, services or supplies from sources from which they are normally obtained, or any other circumstance beyond Lessor's control, provided at all times reasonable diligence is used to resume the furnishing of such service.

- 9. Right of Entry** The Lessor or its agent shall have the right to enter the Leased Premises at reasonable hours in the day to examine the same or to make such repairs and alterations as may be necessary for the safety and preservation of the said building and also to exhibit the said Premises to let. Due to the sensitive nature of Lessee's business Lessor grants Lessee, the right to secure the Leased Premises with separate locks and keys and in consideration thereof Lessee agrees to provide access on a 24 hour a day basis, when notified by the Lessor or lessor's agent of the need to enter the Leased Premise to perform functions necessary for the wellbeing of persons or property in or about the 2714 Union Extended Building. Notwithstanding the foregoing, Lessor shall have the right to enter the Premises without prior notice in the event of an emergency and the suite entry doors shall remain keyed to the building master key system for Lessor's emergency access.

#### **10. Assignment, Sublet, etc.**

Lessee expressly covenants that it shall not assign, mortgage, or encumber, this Lease, or sublet the Leased Premises or suffer or permit the Leased Premises or any part thereof to be used by others without the prior written consent of Lessor in each instance. If, with Lessor's consent this Lease be assigned or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee

collect rent from the assignee, sublessee or occupant as Lessee. The consent by Lessor to an assignment or subletting shall not in any way be construed to relieve Lessee from obtaining the express consent in writing of Lessor to any further assignment or subletting. In the event of a sublease, any additional rent above the terms stated in this lease, shall be split between Lessee and Lessor on a 50%/50% basis.

#### **11. Proper Use and Nuisance**

The Lessee shall not occupy or use the Leased Premises in any manner or for any other purpose than general office use and shall not assign this Lease or underlet or sublease the said Premises or any part thereof or permit any other person, firm, or corporation to occupy the Leased Premises or any part thereof without the written consent of the Lessor. Lessee shall not in any event use or permit the Leased Premises to be used in an unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance and agree to abate any nuisance that may arise promptly and free of expense to Lessor.

#### **12. Alterations & Restoration**

No alterations, additions or improvements to the Leased Premises, except such as may be provided for in this Lease, shall be made without having the consent, in writing, of the Lessor, and any improvements, additions or alterations made by the Lessee after such consent shall have been given, including any and all fixtures installed, excepting trade fixtures, modular furniture and walls, and improvements not permanently attached shall, at Lessee's option, remain on the Premises as the property of the Lessor, or shall be removed therefrom and the premises restored to their original condition at cost of Lessee, at the expiration or sooner termination of this Lease. The Lessee shall at its own cost repair any damage caused by the removal of trade fixtures restoring the Premises to their original condition at its own expense. The Lessee agrees to save Lessor harmless on account of claims for mechanics, material men or other liens in connection with any alterations, additions or improvements to which Lessor may give its consent in connection with the Leased Premises. The Lessee shall not place weights on any portion of the Leased Premises beyond the safe carrying capacity of the structure, nor shall it overload or alter the electric wiring.

#### **13. Hold Harmless and Lessee's Insurance**

Lessee agrees to hold the Lessor harmless, to the limits allowed by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-101, et. seq., of and from any responsibility for injury to person or damage to property resulting from any occurrence within the Leased Premises not due to the fault, negligence or strict liability of the Lessor. The City of Memphis (Lessee) is self-insured for third party liability including General liability up to the limits of the Tennessee Code Annotated 29-20-101, et. seq., Tennessee Governmental Tort Liability Act.

#### **14. Default of Rent, etc.**

All covenants and agreements herein made and obligations assumed are to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any one of the aforesaid installments of rent or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said Lessee, then and thenceforth, in any of said events, this Lease may be forfeited and thereby become null and void at the option of the Lessor, and said Lessor may immediately, or at any time after the breach of any of said covenants, re-enter said Premises and building, or any part thereof in the name of the whole, and repossess and have the same as of Lessor's former estate and remove therefrom all goods and chattels not there to properly belonging, and

expel said Lessee and all other persons who may be in possession of said Premises and building, and that, too, without demand or notice.

**15. Right to Terminate Exclusive**

The right in the Lessor to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the Lessor of any of the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have.

**16. Waiver of Breach**

It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

**17. Fire Clause**

The Lessee shall use every reasonable precaution against fire, and shall in case of fire or other casualty, give immediate notice thereof to the Lessor, who shall, unless the building be so damaged that Lessor shall decide not to recondition, thereupon cause the damage to be properly repaired, but if the Premises, or the building of which these Premises are a part be so damaged that the Lessor shall decide not to recondition, either temporarily or permanently, then the term shall cease and the accrued rent shall be paid to the time of the fire or other casualty with no further obligation of either party hereunder to recognize this Lease, if the building be later rebuilt. If the Lessor shall decide to rebuild, then rent during the restoration period shall abate in proportion to the damage sustained to the Leased Premises.

**18. Modifications And Holdover**

No Modification of this Lease is binding unless it is in writing and signed by both the Lessor and Lessee. In the event no renewal is entered into, tenant shall remain on a month to month basis on same terms and conditions, subject to cancellation by either party on thirty (30) days written notice. During a hold over period, Lessor by giving 30 days' notice may 120 days following the expiration of this Lease or any extensions thereof, increase the monthly rent due from Lessee by 125% of the last month's rent paid under the Lease.

**19. Quiet Possession**

The Lessor covenants that the Lessee, upon paying the rent and complying with the terms, covenants and conditions aforesaid shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

**20. Delivery at End of Lease**

On the expiration of the term of this Lease, Lessee agrees to deliver unto the Lessor the possession of said building, lot and premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were received, destruction or damage by fire, storm or other casualty and ordinary wear and tear excepted. Lessor may require Lessee to remove Lessee's furniture and equipment but not the communication wiring or security system installed by Lessee.

The Lessee further agrees to the following:

**21. Protection from Violations**

To save and hold the Lessor harmless from Lessee's violation of the laws of the United States and of the State of Tennessee.

**22. Waste** Not to commit or permit to be committed any waste whatsoever.

**23. Invalidation of Insurance**

Not to suffer anything to be or remain upon or about the Premises which will invalidate any policy of insurance which Lessor may now or hereafter have upon said building.

**24. Building Rules & Regulations**

*a.* The entrances, corridors, passages, stairways, and elevators shall be under the exclusive control of the Lessor and shall not be obstructed or used by the Lessee for any purpose other than ingress and egress to and from the Leased Premises.

*b.* The Lessee shall neither place nor permit to be placed any signs, advertisements, or notices in or upon any part of the building, except on the glass of the doors of the Premises Leased, and all signs shall be installed for the Lessee by the Lessor, the cost of installation to be paid by the Lessee and shall be of such size, form, color and material as may be specified by the Lessor.

*c.* The Lessee shall not put up, nor operate, any engine, boiler, dynamo, or machinery of any kind, exclusive of customary office machines, nor carry on any mechanical business in said Premises, nor place any explosive therein, except for the ammunition which the occupants normally carry and store at their place of work, nor use any kerosene or oils, or burning fluids, in said Premises without first obtaining the written consent of the Lessor.

*d.* If the Lessee desires telephone, internet and other communication connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted. The cost of said installation is to be borne by Lessee. Lessor agrees that Lessee may have such installations made during Lessor's improvement period prior to the Lease commencement.

*e.* The Leased Premises shall not be used for the purpose of lodging or sleeping rooms, nor in any way to damage the reputation of the building; and the Lessee shall not disturb, nor permit the disturbance of other tenants, by the use of musical instruments or any unseemly noises, nor by any interference whatever; and nothing shall be placed or permitted upon the outside windowsills or thrown from the windows of the building.

*f.* Lessor understands and agrees that a person or persons, other than employees of the building, shall be employed or retained by the Lessee for the purpose of cleaning or taking care of said Premises (see Item No. 8 of this Lease). Any person or persons so employed or retained by the Lessee shall be subject to, and under the control and direction of the Lessor in the use of the building and its facilities.

*g.* The Lessor shall have the right to exclude or eject from the building animals of every kind, birds, bicycles, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Lessor, an annoyance to the tenants or a detriment to the building.



*h.* Lessor grants Lessee the right to have locks keyed in such a manner that Lessee can maintain security over highly confidential material (see Item No. 9 of this Lease). Should Lessee require additional security including special locks or systems Lessee shall advise Lessor or Lessor's agent of the action being taken by Lessee and the steps that Lessor needs to follow to gain emergency access. In the event additional security, measures are required by Lessee the installation, operation and maintenance shall be paid for by the Lessee. All entrance and/or exit doors to Premises shall be kept closed at all times, except where tenant occupies the entire floor. Upon termination of this Lease, the Lessee shall surrender all keys to said Premises and of said building and shall give to the Lessor the explanation of the combination of all locks on the doors of an vaults or safes which are to be left on the Premises by Lessee.

*i.* The Lessee, before closing and leaving the said Premises at any time, shall see that all windows are closed, thus avoiding possible damages from storms, rain or freezing. Lessee agrees to replace all glass broken by Lessee, its agents or employees during the tenancy in the building. Lessee shall not allow water to be wasted by tying or wedging back faucets or otherwise.

*j.* The Lessor reserves the right to change existing rules or make additional rules or make changes to the common areas and amenities. Lessor's changes however are not to conflict or limit either Lessee's unique requirements for security or Lessee's normal business activities.

Lessor and Lessee further agree as follows:

#### **25. Covenants Run to Heirs, etc.**

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this Lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

#### **26. Agreements Conditions**

It is expressly understood and agreed by and between the parties hereto that this Lease and any rider attached hereto forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his agent and Lessee relative to the Leased Premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

#### **27. Delivery of Possession**

Lessee agrees that if the Lessor is not able to deliver possession of the Premises as herein provided the Lessor shall not be liable for any damages to Lessee for such failure but Lessor agrees to use due diligence to obtain possession for the Lessee at the earliest possible date, and an abatement of rent shall be allowed for such time as Lessee may be deprived of possession of said Premises except if such delay was caused by the Lessee.

#### **28. Escalation of Operating Expense and Real Estate Tax**

If in any year during the period of this Lease there occur any increases over the base period (1) real estate taxes, (2) other levies, imports, taxes, or assessments against the building or payable by Lessor as a result of ownership or operation of the building, but exclusive of taxes based on Lessor's net income, or (3) total operating expenses for the building as determined in accordance with the Standard Accounting System of Building Owners and Managers Association International applicable to the area as adjusted to include building maintenance costs and Lessor's insurance cost; then Lessee shall pay to Lessor as additional rent its proportionate share of such increases. Lessee's proportionate share shall be determined by dividing the number of square feet of floor area in the Leased Premises by the total number of net rentable square feet of floor area in the building, and for this Lease said share is 0.04879 (based on the Leased Premise having 2,701 rsf and the Crump Firm, Progress Drawing, Project 05022 dated 02/28/05 showing the entire building to have 55,356 rsf). For purposes of calculating the amount of such increases the buildings annualized and projected Operating Expenses for the calendar year ending Dec. 31, 2023, shall be considered the base period. Increases over the base period, if applicable, shall be delivered to Lessee by the following March 1<sup>st</sup>. The statement shall show the actual annual increase/decrease in the prior year Operating Expenses over the base period and the amount of monthly increase needed to pay the amount of annual calendar year increase during the first six months of the Lessee's next fiscal year. This additional monthly rent increase may then be budgeted and become effective on July 1<sup>st</sup> of the fiscal year following when such increases over the base period occurred. The increase rent will be payable during Lessee's entire fiscal year. The following March 1<sup>st</sup> statement from the Lessor to the Lessee will show any increase/decrease in Operating Expense, Lessee's increased payments to date and projected through the balance of the current fiscal year and the rent increase/decrease for the beginning of the next fiscal year. The increased rent shall be payable in equal monthly installments as provided herein and in Section 5 hereof. If the amount of additional rent for any year has not been determined by the applicable announcement date then at such time as the amount of additional rent is determined, an equitable adjustment prorated over the next year's budget shall be made.

### 29. Notices

All notices required or permitted to be given hereunder shall be effective when delivered by hand or sent by United States registered or certified mail, return receipt requested, at the following addresses or such more recent address of which the sender has received notice:

TO LESSOR: CP Union, LLC  
Attn: Brett Ryan Baumgarten  
2200-B Douglas Blvd., Ste. 160  
Roseville, CA 95661  
Ph. (916) 773-0550

TO LESSEE: City of Memphis  
Real Estate Manager  
City Hall, 125 North Main Street, Room 568  
Memphis, Tennessee 38103  
(901) 636 - 6673

### 30. Funding

The funding of this Lease Agreement, and any extensions thereto, is subject to annual appropriation by the City Council of the City of Memphis. In the event funding is not available, Lessee shall notify Lessor and cancel by giving 60 days written notice.

### **31. Governing Laws**

This Agreement shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.

### **32. Non-Discrimination**

The City of Memphis is an equal employment opportunity employer and shall not unlawfully discriminate against applicants or employees because of race, color, religion, sex, national origin, age, or disability. The City of Memphis' prohibition against discrimination applies to employment or hiring decisions, compensation, discipline, promotions, training, and all other terms and conditions of employment. The City of Memphis does not limit, segregate, or classify employees or applicants for employment in any way which will deprive or tend to deprive any individual's race, color, religion, sex, national origin, age, or disability. By signing this contract, all entities or persons contracting with the City of Memphis agree to abide by and take affirmative action when necessary to ensure compliance with the nondiscrimination clause set out above. By signing this contract, all entities or persons contracting with the City of Memphis agree to show proof of non-discrimination upon request and to post in conspicuous places, available to all employees and applicants, notices of non-discrimination. In the event of noncompliance with this discrimination clause or with all provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Viet Nam veterans), 110478 (federal employees), 11625 (minority business), 11701 (veterans), Title 41-Chapter 60 (handicapped and specifically the handicapped affirmative action clause in Section 60-741.6 of the OFCCP Rules) and any and all other federal laws prohibiting discrimination, this contract may be canceled, terminated or suspended in whole or in part by the City of Memphis.

### **33. Occupancy Permit**

Intentionally Deleted.

### **34. Approval**

This Agreement is subject to approval by the proper City Officials as evidenced by their signatures below.

IN TESTIMONY WHEREOF, the above-named Lessor and the above-named Lessee have executed this and two other duplicate instruments of identical tenor and date, on the day and year first appearing above.


IN TESTIMONY WHEREOF, the above-named Lessor and the above-named Lessee have executed this and two other duplicate instruments of identical tenor and date, on the day and year first appearing above.

**LESSOR:**  
**CP Union, LLC.**

BY:   
Brett Baumgarten


ITS: Chief Managing Partner

**LESSEE:**  
**CITY OF MEMPHIS**

BY:   
Jim Strickland, Mayor

**ATTEST:**

DocuSigned by:  
  
Chief Legal Officer/City Attorney

DocuSigned by:  
  
Director of Human Resources

DocuSigned by:  
  
Real Estate Manager

STATE OF CALIFORNIA  
COUNTY OF PLACER

Before me, the undersigned, a Notary Public, within and for said State and County, duly commissioned and qualified, personally appeared **BRETT BAUMGARTEN**, Chief Managing Partner of CP Union, with whom I am personally acquainted and who upon oath acknowledged himself to be the Chief Managing Partner of CP Union, LLC, the within named bargainer, a corporation and that he as such Chief Managing Partner, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Managing Partner, and thereunto affixing the seal of said corporation, all of which was duly attested by himself as Chief Managing Partner of said corporation.

WITNESS my hand and Notarial Seal, at office in the County aforesaid, this 20 day of December, ~~2022~~ <sup>2023</sup> ~~2023~~ <sup>2023</sup>

My Commission Expires:  
June 14, 2026



[Signature]  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County duly commissioned and qualified personally appeared **JIM STRICKLAND**, Mayor of the City of Memphis, with whom I am personally acquainted, and who, upon his oath, acknowledges himself to be the Mayor of the City of Memphis, the within named bargainer, a Municipal Corporation of the State of Tennessee, and that he as such Mayor of said City, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Mayor of said City.

Witness my hand and seal at office in Memphis, Shelby County, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_  
Notary Public

