



DIVISION OF FINANCE



To: Honorable Mayor Paul A. Young

From: Kristie Hardy, Purchasing Agent

DOCUSIGN

Date: May 31, 2024

Subject: Contract # 41141 - UPLIFT WESTWOOD CDC

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

Purpose: FY24 MOU for Designing and Construction of Stormwater Demonstration Area. Term: Execution - 1/1/33. Amount: No Funding Required; Potential for Future EPA Grant to Cover 100% Proposed Improvements per COO Memo.

Type: New

Type Amount: \$

Financial Commitment: This is a revenue based contract. There is no financial obligation .

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: Engineering

Req #: _____

RFQ #: _____

PO / Contract #: 41141

Name & Date: 2024 5/20/24 (GR)

Negotiated Contract	YES	NO	N/A
RFP Required			x
Scoring Criteria attached			x
Purchasing has original proposals			x
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: Execution - 1/1/33.

Vendor: Uplife Westwood

Estimate /NTE/Total (circle one) Amt: \$ —

Description for Processing: MOU with
Uplife Westwood CDC regarding
the design/construction of a
Stormwater demonstration area.

MEMORANDUM

From: Manny Belen, PE, Director of Engineering
To: Paul A. Young, Mayor
Via: Antonio Adams, Interim Chief Operating Officer
DATE: May 20, 2024
SUBJECT: MOU Between the City of Memphis and Uplift Westwood CDC

Reviewed by OBDC
 Approved by OBDC
 Exemption

Reason: MDU
Sig/Date: 5-21-24

Brief/Memo

1. Statement of Opportunity

The City of Memphis Division of Engineering, via its MSQ2 Stormwater Program Manager is working in partnership with Uplift Westwood CDC (herein referred to as "CDC") to help construct a stormwater demonstration park at a current vacant City-owned parcel, located north of Western Park Drive, south of Raines Road and west of McCain Road.

2. Prior Engineering Action

The City and the MSQ2 program has been in consultation with the CDC to help "reactivate" a City parcel which is designated as a park. Due to flooding concerns within the South Cypress Creek basin this site was determined to be a good candidate for regional stormwater detention. The site also allows for the demonstration of green infrastructure as well as to provide some recreation/connectivity for the surrounding neighborhood. There is a potential to obtain a grant from the United States Environmental Protection Agency (EPA) to fund 100% of the proposed improvements. The attached memorandum of understanding helps to document who is to be responsible for various tasks/deliverables as they relate to design/construction as well as to the stipulations regarding the City's application for this EPA grant.

3. EBO Participation

The City's EBO goal setting process does not apply to this MOU.

4. COO Action

The COO is requested to advise the Mayor to sign the attached memorandum of understanding.



Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

[Sign In](#)

Select Domain
Entity Information

+



No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Search Inactive

Go back

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By


Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

Entity

Entity Name

[Show directory information and instructions](#)

Search Parameters

CERTIFICATIONS

Minority Business Enterprise (MBE)

Small Business Enterprise (SBE)

Women Business Enterprise (WBE)

BUSINESS NAME/DBA

UPLIFT WEST

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 > Update UPLIFT WESTWOOD CDC - 178393: Business Classification

Quick Update

Company Profile

Organization

Tax Details

Address Book

Contact Directory

Business Classification

Products & Services

Banking Details

Surveys

Approval History

Terms and Control

Accounting

Tax and Reporting

Purchasing

Receiving

Payment Details

Relationship

Invoice Management

Certification

Last Certified By

Tip Date format example: 30-May-2024

Classification

Minority Owned

Service-disabled Veteran Owned

Small Business

Veteran Owned

Women Owned

Women-owned small business eligible under the WOSB program

Applicable

Minority Type

Certificate Number

Certifying Agency

<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

City of Memphis



BID AND CONTRACT AGENDA SHEET

FY 24

Original

1. Division: Engineering Date: 5/14/2024
 Division Contact Person: Evan Boulanger Phone #: (901) 636-6970
 Print Name: _____
 2. Contractor: Uplift Westwood CDC Address: 620 Parkrose Road Memphis, TN 38109
 City/State/ Zip Code: _____
 Contractor's Contact Name: Charles Everett Contractor's Email Address: ceverett@upliftwestwoodcdc.org

3. BID REJECTION:

For purchase/construction of _____
 Explanation of rejection _____
 Request to Re-advertise _____

4. CONTRACT AWARD RECOMMENDATION: RFQ/RFP # _____ Vendor # 178393

Check Box: Low Best* Only Negotiated

Contract Amount: No funding required
 Purpose: MOU between City and Uplift Westwood CDC regarding the design/construction of a stormwater demonstration area
 Special Instructions: _____

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

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# 41141 Expiration: _____
 For: _____

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	_____	Retainage:	\$ _____
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll	_____		
<input type="checkbox"/>	Transfer to PO	C. O. #	_____	Attached	_____
<input type="checkbox"/>	Amendment	Encumbrance Amount	_____		
<input type="checkbox"/>	Encumber	Adjusted Contract Amount	<u>\$0.00</u>		
<input type="checkbox"/>	Unencumber				

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)		0671	250501	<u>5252808</u>				\$0.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached: Other Attachments:

CHECKED & APPROVED BY: _____ Date: 5/16/24
 Director, OBDC Approval _____ Date: _____
 City Engineer: [Signature] Date: 5/17/24
 Contract Analyst-Print: [Signature]
 Division Director: [Signature] Date: 6/14/2024
 Purchasing Agent/Purchasing Supervisor: [Signature] Date: 5/24/24

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



Inter-Office Memorandum

Engineering

Kristie Hardy

Purchasing Approved
6-4-24

TO: Kristie Hardy, Purchasing Agent

FROM: Manny Belen, City Engineer 

DATE: June 4, 2024

SUBJECT: Request for Approval of Memorandum of Understanding with Uplift Westwood CDC for Extended Period

The Division of Engineering wishes to execute a Memorandum of Understanding (MOU) with Uplift Westwood CDC, regarding the activation of a currently vacant City-owned parcel in southwest Memphis (on Western Park Drive, west of McCain Road). This MOU partially supports the City's pursuit of the Environmental Protection Agency's Community Change Grant. This grant will be used to help create a stormwater demonstration area on this parcel. Uplift Westwood CDC has pledged to help the City in pursuit of this grant.

Given the terms of the grant, there is a monitoring period for the demonstration area's performance, to be performed by Uplift Westwood CDC, which would be about 9 years from the current date. It is necessary for this MOU to have a term matching this monitoring period. Uplift Westwood CDC will be responsible for community cleanups and reporting the condition of the area for a period of 5 years post-construction.

Feel free to reach out to Evan Boulanger (901-636-6970, evan.boulanger@memphistn.gov) if you have any further questions.

Rogers, Jeffrey

From: Williams, Mary
Sent: Thursday, May 30, 2024 4:14 PM
To: Boulanger, Evan
Cc: Rogers, Jeffrey; Winfrey, Lenita
Subject: Re: Missing Account # for Uplift Westwood MOU

Evan,

Please use account number: 0671.250501.052528. No funds should be encumbered.

Thanks,
Mary

Sent from my iPhone

On May 30, 2024, at 3:58 PM, Boulanger, Evan <evan.boulanger@memphistn.gov> wrote:

Mary, forgot to attach the B&C

Thanks!

<image001.png>
Evan Boulanger, P.E., C.F.M.
Stormwater Design Manager
125 N Main St
Suite 677
Memphis, TN 38103
(o) 901-636-6700
Evan.Boulanger@memphistn.gov

From: Boulanger, Evan
Sent: Thursday, May 30, 2024 3:58 PM
To: Rogers, Jeffrey <Jeffrey.Rogers@memphistn.gov>; Williams, Mary <Mary.Williams@memphistn.gov>
Cc: Winfrey, Lenita <Lenita.Winfrey1@memphistn.gov>
Subject: RE: Missing Account # for Uplift Westwood MOU

Jeffrey: sorry about this

Mary, perhaps you can help us with this? This was a B&C just to get something signed (no money involved). I'm guessing it could be operating budget perhaps? (250501 service center).

Thanks!

<image001.png>

MEMORANDUM OF UNDERSTANDING

between

UPLIFT WESTWOOD CDC

and

THE CITY OF MEMPHIS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by Uplift Westwood CDC (“UWCDC”) and the City of Memphis (“City”) (collectively the “Parties”) as of the date of **execution**.

WHEREAS, UWCDC desires to develop the vacant parcel located at parcel ID, 075117 00003; and

WHEREAS, UWCDC approached the city to activate this vacant parcel; and

WHEREAS, the City desires to increase stormwater quality within boundaries of the City; and

WHEREAS, there is a need for stormwater flood control within the South Cypress Watershed and this project will construction a detention pond in the proposed development; and

WHEREAS, a Project to develop a regional detention facility and relocate the existing stormwater infrastructure would be mutually beneficial; and

WHEREAS, the United States Environmental Protection Agency (“EPA”) has published a notice of funding opportunity titled “Environmental and Community Justice Community Change Grants Program”; and

WHEREAS, the Parties desire to enter into a partnership in pursuit of this opportunity to fund the development; and

WHEREAS, the Parties have agreed upon an arrangement whereby each Party has responsibility for the scope of certain portions of the Project.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Responsibilities of the Parties.

City, who will be considered the Lead Applicant, is responsible for the following tasks:

- Overall Project Management
- Reporting Responsibilities to EPA and other bodies
- Making subawards to Collaborating Entities in accordance with 2 CFR 200.331 and EPA’s Subaward Policy
- Oversight of fund expenditures
- Project Design
 - o Conceptual Design
 - o Construction Documents
- Environmental Permitting
- Project Construction
- Ongoing regular maintenance of site stormwater assets

UWCDC, who is considered to be the Statutory Partner, is responsible for the following tasks:

- Organize Community Meetings
 - Mediate disputes in community to provide clear direction to lead applicant at agreed upon points in project lifecycle,
 - Determine final site name and prepare public support documents regarding site name change,
- Collaborate in design process on theme, designs, style of stormwater park fixtures,
- Organize community education activities before, during, and after project construction,
- Document project site conditions post construction in quarterly reports to Lead Applicant for 5 years,
- Perform annual community cleanups or document the site is free of trash.

II. Assumptions of the Parties.

The Parties acknowledge that the EPA is not a party to this agreement and further acknowledge and agree to the following assumptions:

- The Parties acknowledge that disputes are possible and will apply the following steps to resolve any disagreements in the project completion:
- Lead Applicant and Statutory Partner to each designate one signatory member and two mediation team members. The signatory member must be a mediation team member. A final mediation team member is to be designated from the relevant department of a local university that is agreed to by both Parties.
 - Step 1 - Any disagreements to be discussed by both parties and documented via a memorandum of understanding to be signed by both parties.
 - Step 2 – if agreement cannot be reached, then a meeting of the mediation team will be held. Both parties will have 20 minutes to present their individual cases (presentation not to be done by mediation team members) followed by ~ 30 minutes of discussion by both parties and mediation team members and will first vote on whether a vote is to be held that day or a week later.
 - If vote delayed a week, then the following meeting will begin with a 5-minute summary by each party and 10 minutes of Q&A by the mediation team.
 - The meeting minutes, results of the vote, and final direction will be contained in a memorandum of understanding signed by both parties.
 - The mediation team can change the underlined durations at any time by a vote.
 - Step 3 – If a signed understanding cannot be reached or a mediation vote cannot be held then professional arbitration will be used to reach a binding agreement.
 - Any compromise and settlement must be approved by the Mayor.

III. General Provisions.

A. *Non-Discrimination*

UWCDC must function without discrimination or segregation because of race, ethnicity, gender, gender identity and expression, age, religion, national origin, disability, sexual orientation, military status, familial status or socio-economic status or any other area protected by law and/or executive order in hiring, termination, assignment and promotion of staff, and provision of services pursuant to this MOU.

B. *Independent Contractors*

Nothing in this MOU shall be deemed or construed to represent that UWCDC, or any of UWCDC's employees or agents, are the agents, representatives, or employees of the City. UWCDC acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything

in this MOU which may appear to give the City the right to direct UWCDC as to the details of the performance of its obligations hereunder or to exercise a measure of control over UWCDC is solely for purposes of compliance with local, state and federal regulations and means UWCDC will follow the desires of the City only as to the intended results of the scope of this MOU. It is further expressly agreed and understood by UWCDC that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act, or omission of UWCDC contrary to the provisions hereof.

C. *City Liability*

The City shall have no liability except as specifically provided in this MOU. The City, by execution of this MOU, assumes no liability for damages caused to persons or property by reason of UWCDC providing services herein or for injury to any employee, agent, or subcontractor of UWCDC performing under this MOU.

D. *UWCDC Liability*

UWCDC shall have no liability except as specifically provided in this MOU. UWCDC, by execution of this MOU, assumes no liability for damages caused to persons or property by reason of the City providing services herein or for injury to any employee, agent or subcontractor of the City performing under this MOU.

E. *Indemnification*

UWCDC agrees to defend, indemnify and hold harmless the City and its subsidiaries, affiliates, officers, employees, trustees and partners from all claims, demands, damages and expenses, including reasonable attorneys' fees, arising out of or claimed to arise out of, the acts, errors, omission and/or negligence of UWCDC and/or employees and/or subcontractors of the UWCDC resulting in whole or in part, directly or indirectly from work or operations under this MOU, including the acts, errors, omission and/or negligence of agents or subcontractors of the UWCDC.

F. *Entirety of MOU*

This MOU and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

G. *Term*

This MOU shall commence upon execution by all parties and shall end on January 1st, 2033.

H. *Termination*

Either party may terminate this MOU by providing thirty (30) days' written notice of termination to the other party. This MOU may be terminated for non-compliance with this MOU. Upon termination of this MOU the City may either amend the previous MOU in a manner suitable for both Parties, or in the event of necessary replacement, the City must obtain EPA approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6) then publish a request for proposals for a new statutory partner. The City department would then conduct interviews to determine suitability to the project, tasks, and the specific community area and hold a selection committee to produce a recommendation to the EPA and City administration.

I. Notices

All notices required under this MOU shall be sent to the following:

To City: Evan Boulanger, P.E.
Stormwater Design Manger, Div. of Engineering
125 N. Main St., Suite 677
Memphis, TN 38103
evan.boulanger@memphistn.gov

With copy to: Chief Legal Officer/City Attorney
125 N. Main St., Suite 336
Memphis, TN 38103

To UWCDC: Charles Everett, Uplift Westwood CDC
620 Parkrose Road Memphis, TN 38109
ceverett@upliftwestwoodcdc.org

J. Governing Law

This MOU will be interpreted in accordance with the laws of the State of Tennessee. By execution of this MOU, the Parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this MOU will be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee and in no other.

K. Amendments

This MOU may be modified or amended only if the amendment is made in writing and signed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Memorandum of Understanding as of the date of last signature below.

City of Memphis:

DocuSigned by:

Paul A. Young

By: Paul Young, Mayor

6/21/2024

Date: _____

Uplift Westwood CDC:

By: *Melvin D. Watkins*

Name: Melvin D. Watkins

Title: President

Date: 5-14-2024

Approved as to Form:

DocuSigned by:

Tannera Gibson

6/14/2024

By: Tannera Gibson

Chief Legal Officer/City Attorney

Attest:

DocuSigned by:

Kamaria Wyatt

6/21/2024

By: Kamaria Wyatt
Comptroller