

P107



### City Council Item Routing Sheet

Division Engineering Committee Public Works Hearing Date June 18, 2024  
 District 7 Super District 8

- Ordinance       Resolution       Grant Acceptance  
 Budget Amendment       Commendation       Other:

Item Description :  
 This is a resolution to transfer and appropriate construction funds to Martindale Pump Relief DW, Project Number SW02108 to relieve the sewer pump station at 3997 Martindale Avenue with a gravity sewer system. Request same night minutes.

Recommended Council Action:  
 Approve.

Status of MWBE planned expenditures funding, if applicable:  
 MWBE goal is 8%.  
 WBE goal is 2%

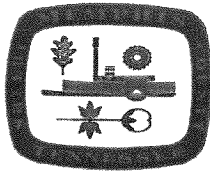
Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:  
 None

Does this item require city expenditure? <del>No</del> Yes \$ Amount <u>425,068</u> \$ Revenue to be received _____	Source and Amount of Funds \$ Operating Budget \$ CIP Project # SW02108 \$ Federal/State/Other
---	---

#### Approvals

Director  Date 6/18/24  
 Budget Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Deputy Financial Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Council Committee Chair \_\_\_\_\_ Date \_\_\_\_\_



## Memphis City Council Summary Sheet

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

This is a resolution to transfer and appropriate construction funds to Martindale Pump Relief DW, Project Number SW02108 to relieve the sewer pump station at 3997 Martindale Avenue. Request same night minutes.

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

Public Works at the recommendation of Engineering Division.

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

NA

**4. State whether this will impact specific council districts or super districts.**

This project is in Council District 7 and Super District 8.

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

This request will require a new contract,

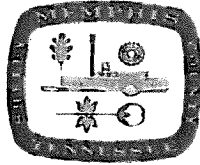
**6. State whether this requires an expenditure of funds/requires a budget amendment**

This requires an expenditure of funds and budget amendment.

**7. If applicable, please list the MWBE goal and any additional information needed**

MWBE= 8%

WBE = 2%



## Memphis City Council Summary Sheet

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

Resolution to approve intergovernmental agreement between the City of Memphis and Shelby County Government for Animal Housing and Rabies Tag/Fee Collections.

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

Memphis Animal Services

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

Not applicable

**4. State whether this will impact specific council districts or super districts.**

All Council & Super Districts

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

This requires a new contract.

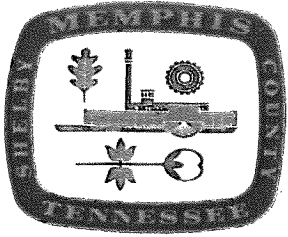
**6. State whether this requires an expenditure of funds/requires a budget amendment**

No city funds are required. Funds will be collected from the County on a per animal basis.

**7. If applicable, please list the MWBE goal and any additional information needed**

Not applicable

T-260



## **A Resolution to Approve Intergovernmental Agreement Between the City of Memphis and Shelby County Government for Animal Housing and Rabies Tag/Fee Collection**

**WHEREAS**, the city, through the Memphis Animal Services department, operates the City Animals Shelter facility, which houses and cares for animals that must be impounded or otherwise maintained under state law, local animals control ordinances, and humane considerations; and

**WHEREAS**, the City has heretofore provided use of its City Animal Shelter facilities and professional staff to assist the County with the housing and care of animals both impounded by the County and surrendered by County residents from areas outside the City of Memphis, excluding the municipalities of Bartlett, Germantown, and Collierville, as these municipalities have their facilities;

**WHEREAS**, the County needs the continued provision of such services and the use of necessary facilities for the housing and care of animals that must be impounded and otherwise maintained per state law, local animal control ordinances, and humane considerations, as well as processing of rabies tags for residents of the County; and

**WHEREAS**, Tennessee law, codified at T.C.A. §12-9-101 et seq., and more specifically T.C.A. §12-9-108, provides that a public agency of the State may contract with another public agency to perform a governmental service which each public agency authorized by law to perform, provided said contract is approved by the governing body of each party; and

**WHEREAS**, the parties hereto are public agencies within the meaning of these laws; and

**WHEREAS**, Tennessee law, codified at T.C.A §68-8-105, and Shelby County Code of Ordinances, codified at §4-65, et seq., require all pet owners to vaccinate against rabies; and

T-260

**WHEREAS**, the County, according to Section 4.3 of the Shelby County Code of Ordinances, may enter into contracts for the care, housing, and disposal of animals; and

**WHEREAS**, the County, according to Section 4.3 of the Shelby County Code of Ordinances, may enter into contracts to provide animal sheltering services and rabies tag collections for the County, and the City agrees to do so on the terms and conditions set forth under the Agreement.

**WHEREAS**, this is an intergovernmental agreement that requires approval by the Memphis City Council according to T.C.A §12-9-108.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS**, the form, terms, and provisions of the Agreement between the City of Memphis and Shelby County Government for Animals Services presented to this Council is hereby approved, and all terms and provisions thereof.

**BE IT FURTHER RESOLVED**, that the City Council, acting on behalf of the City, hereby authorizes and approves the execution and delivery of the Agreement, and the Mayor of the City of Memphis, hereby is, authorized and directed to execute and deliver the Agreement in substantially the same form as presented to Council, with such changes, insertions, or omissions as may be deemed reasonably necessary by persons executing the same, upon advice of counsel, to accomplish the purpose of the transaction contemplated therein and in this Resolution and shall be inconsistent with or contrary to such purposes; and

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately upon adoption by the City Council.



# Agenda Item Routing Sheet

- Ordinance
- Resolution
- Grant Acceptance
- Budget Amendment
- Commendation
- Other: Memorandum of Agreement

Item Description (Not the caption, but what does it do): Resolution approving a Memorandum of Agreement (MOA) with Shelby County Government; City of West Memphis, AR; Town of Arlington, TN; City of Bartlett, TN; Town of Collierville, TN; and City of Millington, TN for the purpose of forming a coalition to implement the Mid-South Rapid Retrofits Project (energy efficiency improvements for low-income households) if selected for funding by the U.S. Environmental Protection Agency (EPA). The MOA will only go into effect if Shelby County Government is selected to receive Climate Pollution Reduction Grant (CPRG) implementation funds from the EPA.

Recommended Council Action: Approve the Resolution with same-night minutes.

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: The Division of Planning and Development (DPD) submitted a coalition application on April 1, 2024, with Shelby County Government as lead applicant, for the CPRG program. In order to remain eligible to receive the funds, Shelby County is required to submit a MOA signed by all collaborating governments to the EPA on or before July 1, 2024.

Does this item require city expenditure? No	Source and Amount of Funds
\$0	\$0
\$0 Revenue to be received	\$0. CIP Project #Click here to enter text.
	\$0. Federal/State/Other

### Approvals

Director *Nicholas Robinson* Date 6/14/24 Chief Administrative Officer

Division Chief \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager *Anita Taylor* DocuSigned by: \_\_\_\_\_ Date 6/14/2024 Council Committee Chair

Chief Financial Officer *Walter Person* DocuSigned by: \_\_\_\_\_ Date 6/18/2024

Chief Legal Officer *[Signature]* Date 6/18/24



## Memphis City Council Summary Sheet

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

Resolution to approve a MOA with Shelby County Government and five municipalities for the purpose of forming a coalition to implement the Mid-South Rapid Retrofits Project if selected for funding by the EPA.

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

Division of Planning and Development

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

N/A

**4. State whether this will impact specific council districts or super districts.**

If the coalition is awarded the grant, all districts could be impacted.

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

This is a new interlocal agreement.

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

No, this item does not require an expenditure of funds or a budget amendment.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A

## Resolution-Division of Planning and Development



Resolution to approve a Memorandum of Agreement (MOA) with Shelby County Government; City of West Memphis, AR; Town of Arlington, TN; City of Bartlett, TN; Town of Collierville, TN; and City of Millington, TN for the purpose of forming a coalition to implement the Mid-South Rapid Retrofits Project if selected for funding by the U.S. Environmental Protection Agency (EPA).

**WHEREAS**, Tennessee Code Annotated Sections 12-9-101 through 12-9-112 authorizes public agencies of the State of Tennessee to enter into interlocal, interagency and interstate agreements such as this Memorandum of Agreement (MOA); and

**WHEREAS**, Tennessee was classified as one of four states with the highest energy burden for its residents in the ACEEE September 2020, "National and Regional Energy Burdens Report", which indicates the need for programs to reduce utility burden and improve housing stock by making it more energy efficient for the citizens of Memphis.

**WHEREAS**, the City of Memphis is seeking to partner with Shelby County Government; City of West Memphis, AR; Town of Arlington, TN; City of Bartlett, TN; Town of Collierville, TN; and City of Millington, TN to conduct the Mid-South Rapid Retrofits Project which will implement programs to reduce energy consumption, decrease greenhouse gas emissions, and alleviate energy burdens in Low-Income and Disadvantaged Communities across the Mid-South; and

**WHEREAS**, the aforementioned project will grow the skilled weatherization and energy retrofit workforce serving the region and increase the breadth of resources available for energy audits, retrofit installations, and weatherization activities in the Mid-South; and

**WHEREAS**, Shelby County Government, as lead applicant and fiscal sponsor, applied for a competitive EPA Climate Pollution Reduction Grant in the amount of **Sixty-Five Million Eight Hundred Seventy-Nine Thousand Six Hundred Seventy-Two Dollars 00/Cents (\$65,879,672.00)** to implement the Mid-South Rapid Retrofits Project; and



Resolution-Division of Planning and Development

**WHEREAS**, in order to remain an eligible applicant and prior to EPA awarding any grant, a MOA must be signed between Shelby County Government and Coalition Members on or before July 1, 2024; and

**WHEREAS**, a MOA has been prepared to codify the responsibilities and rights of all parties in the formulation of a coalition to carry out the Mid-South Rapid Retrofits Project; and

**WHEREAS**, the MOA will only go into effect in the event that Shelby County Government is selected by EPA to receive CPRG implementation funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the MOA with Shelby County Government and the aforementioned Coalition Partners is hereby accepted.

**MEMORANDUM OF AGREEMENT  
BETWEEN**

The Shelby County Government and  
The City of Memphis, TN; the City of West Memphis, AR; the City of Millington, TN; the Town  
of Collierville, TN; the City of Bartlett, TN; and the Town of Arlington, TN  
for  
Mid-South Rapid Retrofits Project: Addressing Barriers to Residential Energy Efficiency in the  
Greater Memphis Area

This is a memorandum of agreement (MOA) between the Shelby County Government and Coalition Members. When referred to collectively, the Shelby County Government and Coalition Members are referred to as the "Parties."

1. **BACKGROUND:** Parties applied for a United States Environmental Protection Agency (USEPA) Climate Pollution Reduction Grant (CPRG) in the amount of **Sixty-Five Million Eight Hundred Seventy-Nine Thousand Six Hundred Seventy-Two Dollars 00/Cents (\$65,879,672.00)** as part of the Mid-South Rapid Retrofits Coalition, with the Shelby County Government as the applicant and fiscal sponsor. A Memorandum of Agreement must be signed between the Shelby County Government and Coalition Members before USEPA will award any grant. Working together, the Coalition Members will implement greenhouse gas reductions and programs that help Low-Income and Disadvantaged Communities across the Mid-South region. The Coalition Members acknowledge that collaboration is necessary to address the regional workforce shortage of energy auditors, to improve household energy efficiency, and alleviate energy burden for low-income residents.
2. **AUTHORITIES:** The *Tennessee Code Annotated Sections* 12-9-101 through 12-9-112 authorizes public agencies of the State of Tennessee to enter into interlocal, interagency and interstate agreements such as this MOA.
3. **PURPOSE:** The purpose of the MOA is to clearly define the roles and responsibilities each Coalition Member will have to implement and achieve project milestones, and to expend USEPA CPRG funding to ensure fiscal responsibility. The MOA will also detail grant reporting requirements and procedures and how funding will be distributed to Parties.
4. **TERM:** The roles, responsibilities, and commitments outlined below shall only go into effect should the Coalition be awarded a grant. The term of this MOA shall begin upon the Date of Award on the Federal Grant Agreement and continue through the project period as stated on the Grant Agreement. Should the Grant Agreement be amended, the Parties will abide by the revised project period.
5. **ROLES, RESPONSIBILITIES and COMMITMENTS OF THE PARTIES:**
  - 5.1. The Shelby County Government is the lead applicant and will be accountable to USEPA and accepts full responsibility for effectively carrying out the full scope of work and the proper financial management of the grant. Toward this end, the Shelby County Government will perform the following:

DRAFT

- 5.1.1 Hire staff members as outlined in the approved grant budget with CPRG funding to ensure proper oversight of funds and project implementation;
- 5.1.2 Set up a separate grant fund account for USEPA CPRG funding;
- 5.1.3 Maintain sound financial policies;
- 5.1.4 Include USEPA funding in a financial audit;
- 5.1.5 Provide financial and programmatic reports to the USEPA as needed;
- 5.1.6 Conduct project analysis and estimate the greenhouse gas emissions reductions and other project metrics;
- 5.1.7 Hold a quarterly meeting with Coalition Members to ensure communication;
- 5.1.8 Hold monthly meetings for the three task forces, each focusing on a specific grant milestone including workforce development, the one-stop-shop online portal, and the rapid retrofit blitz; and
- 5.1.9 Procure all goods and services according to USEPA procurement guidelines.

5.2. Coalition Members, who are Grant Subrecipients, will be accountable to the lead applicant for proper use of USEPA funding and successful project implementation. Toward this end, Grant Subrecipients will enter into subaward agreements with Shelby County Government. Such subaward agreements will contain the following minimum requirements:

- 5.2.1 Hire at least one (1) staff member with CPRG funding to ensure proper oversight of funds and project implementation;
- 5.2.2 Provide monthly reports to the Shelby County Government by the 15<sup>th</sup> of each month on the following months activities and expenditures;
- 5.2.3 Maintain sound financial policies;
- 5.2.4 Include USEPA funding in a financial audit;
- 5.2.4 Procure all goods and services according to USEPA procurement guidelines; and
- 5.2.5 Provide quarterly reports to the Shelby County Government on all applicable outputs, outcomes, and performance metrics as defined in the approved grant Workplan, attached hereto as Exhibit A.

5.3. Coalition Members whose jurisdictions are located within Shelby County, TN will do the following:

- 5.3.1 Support and guide Shelby County Government's use of funds within municipal boundaries;
- 5.3.2 Permit Shelby County Government to expend grant implementation funds within municipal boundaries;
- 5.3.3 Acknowledge Shelby County Government will enter into subcontracts with third parties to conduct energy efficiency retrofits on housing units within municipal boundaries. Such third parties will be required to follow all local permitting regulations and requirements; and
- 5.3.4 Acknowledge Shelby County Government will conduct inspections and compliance checks as required by the USEPA grant terms and conditions.

5.4. All Parties will attend the quarterly meeting of Coalition Members to ensure communication.

6. PROPOSED OPERATING MODEL FOR THE COALITION: The Coalition will act as separate legal entities. The Shelby County Government will provide each Grant Subrecipient a percentage of grant funding based on the number of units to be completed by the Grant

Subrecipient as outlined in the approved grant Workplan. Parties will be responsible for selecting CPRG funding projects, bidding projects, designing projects, constructing projects, workforce training and hiring, and reporting to the Shelby County Government.

7. PERSONNEL: Each Party is responsible for the wages and benefits of its employees. Each Party is responsible for supervision and management of its personnel.

8. RESOURCES: Resources each Party will contribute to the project:

8.1 Shelby County Government will provide project management, staff time, technical analyses, training to Coalition Members, and facilitation of grant activities and requirements. Shelby County Government will enter into subawards and subcontracts to meet the milestones and objectives as defined in the approved Workplan. Shelby County Government will coordinate Coalition Members and ensure all sub-awardees have key personnel in place to implement the proposed projects.

8.2 The City of Memphis will be a Grant Subrecipient. As such, the City of Memphis will implement policies, create retrofit programs, and provide project management and staff time to ensure proper oversight of funds, project implementation, and reporting to Shelby County Government. The City of Memphis will appoint at least one (1) staff member to be point of contact (POC) and attend the quarterly meeting of the Coalition Members. The POC, or their designee, will attend the monthly Task Force meetings.

8.3 The City of West Memphis will be a Grant Subrecipient. As such, the City of West Memphis will implement policies, create retrofit programs, and provide project management and staff time to ensure proper oversight of funds, project implementation, and reporting to Shelby County Government. The City of West Memphis will appoint at least one (1) staff member to be point of contact (POC) and attend the quarterly meeting of the Coalition Members. The POC, or their designee, will attend the monthly Task Force meetings.

8.4 The City of Millington will appoint at least one (1) staff member to be point of contact (POC) and attend the quarterly meeting of the Coalition Members. The POC, or their designee, may attend the monthly Task Force meetings to provide insight, expertise, and guidance.

8.5 The Town of Collierville will appoint at least one (1) staff member to be point of contact (POC) and attend the quarterly meeting of the Coalition Members. The POC, or their designee, may attend the monthly Task Force meetings to provide insight, expertise, and guidance.

8.6 The City of Bartlett will appoint at least one (1) staff member to be point of contact (POC) and attend the quarterly meeting of the Coalition Members. The POC, or their designee, may attend the monthly Task Force meetings to provide insight, expertise, and guidance.

8.7 The Town of Arlington will appoint at least one (1) staff member to be point of contact (POC) and attend the quarterly meeting of the Coalition Members. The POC, or their designee, may attend the monthly Task Force meetings to provide insight, expertise, and guidance.

7. GENERAL PROVISIONS:

7.1. POINTS OF CONTACT (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Parties.

POC:

- 7.1.1 For Shelby County Government—  
Leigh Huffman, Manager  
Office of Sustainability and Resilience  
Memphis and Shelby County Division of Planning and Development  
Leigh.huffman@memphistn.gov
- 7.1.2 For the City of Memphis—  
Patricia Shumake, Weatherization Assistance Program Sr Manager  
Division of Housing and Community Development  
Patricia.shumake@memphistn.gov
- 7.1.3 For the City of West Memphis—  
Chad Bowman, Director  
Planning & Development  
cbowman@westmemphisar.gov
- 7.1.4 For the City of Millington—  
Nathaniel McHaffie, City Planner  
Department of Planning and Zoning  
n.mchaffie@millingtontn.gov
- 7.1.5 For the Town of Collierville—  
Dale Perryman, Town Engineer  
Development Department  
dperryman@colliervilletn.gov
- 7.1.6 For the City of Bartlett—  
Kim Taylor, Director  
Department of Planning & Economic Development  
ktaylor@cityofbartlett.org
- 7.1.7 For the Town of Arlington—  
Cathy Durant, Town Manager  
Town of Arlington  
cdurant@cityofbartlett.org

7.2 CORRESPONDENCE. Any notices required or permitted to be given under the provisions of this MOA shall be effective only if in writing and delivered either in person to the authorized agent; by certified U.S. Mail, return receipt requested; or by nationally recognized overnight

courier, to the addresses set forth below, or to such other person or address as each Party may designate in writing and deliver as herein provided. Notices shall be deemed received (i) if by hand delivery, on date of delivery with a signed receipt; (ii) if U.S. Mail, on date of receipt appearing on the return receipt card; (iii) if by overnight courier, on date receipt is confirmed by such courier service.

7.2.1 For Shelby County Government—

Memphis and Shelby County Division of Planning and Development  
Office of Sustainability and Resilience  
125 N. Main Street, Suite 468  
Memphis, Tennessee 38103

and

Shelby County Government  
Contract Administration  
County Attorney's Office  
160 N. Main Street, Suite 950  
Memphis, Tennessee 38103

7.2.2 For the City of Memphis—

City of Memphis  
Attn: Division of Housing and Community Development  
170 N. Main Street, 4<sup>th</sup> Floor  
Memphis, Tennessee 38103

7.2.3 For the City of West Memphis—

City of West Memphis  
Attn: Planning & Development  
205 S. Redding  
West Memphis, Arkansas 72303

7.2.4 For the City of Millington—

City of Millington  
Attn: Department of Planning and Zoning  
7930 Nelson Road  
Millington, Tennessee 38053

7.2.5 For the Town of Collierville—

Town of Collierville  
500 Poplar View Parkway  
Collierville, Tennessee 38017

7.2.6 For the City of Bartlett—

City of Bartlett  
6400 Stage Road  
Bartlett, Tennessee 38134

7.2.7 For the Town of Arlington—  
Town of Arlington  
5854 Airline Road  
P.O. Box 507  
Arlington, TN 38002

7.3. All work products including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or unfinished documents or other documents, material or data produced in performance of this MOA or as a result of the operation of a facility associated with the purposes of this MOA shall be furnished to the Parties upon written request, for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Parties shall also make appropriate information available to any member of the public pursuant to the pertinent provisions of the Tennessee Public Records Act, *T.C.A. Sections 10-7-101, et seq.*, or its equivalent.

7.4. The Parties recognize that each Party is a governmental entity as defined by the Tennessee Governmental Tort Liability Act, *T.C.A. Sections 29-20-101, et. seq.*, or its equivalent, and is responsible for negligent acts and/or omissions of its agents or employees only. The Parties agree that no Party shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from its own negligence, and nothing in this MOA shall be construed as creating an obligation for a Party to indemnify another Party against that Party's own negligence. The foregoing notwithstanding, it is the intent of the Parties hereto that no Party, by virtue of entering into this MOA, assumes liabilities that are greater than those set forth in *T.C.A. Sections 29-20-101, et seq.*, or an amount of liability greater than set forth in *T.C.A. Sections 29-20-101, et seq.*

7.5. All Parties hereto hereby agree, warrant, and assure compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation in or be denied benefits of or be otherwise subjected to discrimination in the performance of this MOA or in the Parties' employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. Upon request, the requested Party shall show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

7.6. All parties shall comply with all applicable federal, state and local laws in the performance of their duties and obligations herein.

7.7. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

- 7.8. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or USEPA issuance, be resolved by consultation between the Parties.
- 7.9. TERMINATION OF AGREEMENT. After the grant award, this MOA may only be terminated by all Parties or by the express order of the USEPA.
- 7.10. TRANSFERABILITY. This MOA is not transferable except with the written consent of all the Parties, including the USEPA.
- 7.11. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 7.12. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.
- 7.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 7.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.
- 7.15. The terms and conditions of this MOA shall be construed in accordance with and governed by 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 MOA shall be instituted and litigated in the courts of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws and principles. In accordance herewith, the Parties to this Agreement submit to the jurisdiction courts of the State of Tennessee located in Shelby County, Tennessee.



AGREED: The Parties have executed this Memorandum of Agreement as of the date of the last signature below.

**SHELBY COUNTY GOVERNMENT**

By: \_\_\_\_\_  
Lee Harris, Mayor

Date: \_\_\_\_\_

**CITY OF MEMPHIS, TN**

By: \_\_\_\_\_  
Paul A. Young, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller

**Approved as to Form and Legality:**

By: \_\_\_\_\_  
Contracts Administration/  
Assistant County Attorney

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Chief Legal Officer / City Attorney

Date: \_\_\_\_\_

**CITY OF WEST MEMPHIS, AR**

By: \_\_\_\_\_  
Marco McClendon, Mayor

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**CITY OF MILLINGTON, TN**

By: \_\_\_\_\_  
Terry G. Jones, Mayor

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
City Planner

Date: \_\_\_\_\_

**TOWN OF COLLIERVILLE, TN**

By: \_\_\_\_\_  
Stan Joyner, Mayor

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Town Clerk

Date: \_\_\_\_\_

**CITY OF BARTLETT, TN**

By: \_\_\_\_\_  
David Parsons, Mayor

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**TOWN OF ARLINGTON, TN**

By: \_\_\_\_\_  
Mike Wissman, Mayor

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Chief Legal Officer / Town Attorney

Date: \_\_\_\_\_

***The MOA must be signed by all coalition partners. Signatories must be officially authorized to sign on behalf of their government organization, and their signature should include title and agency name.***

**RESOLUTION TO ALLOCATE AND APPROPRIATE \$250,000 FROM THE FY24 GENERAL FUND EXPENDITURES**

**WHEREAS**, in preparation for Fiscal Year-end 2024, the Memphis City Council has reviewed the General Fund Expenditures; and

**WHEREAS**, General Fund Expenditures, item line Agency Grants Parkway Village Community Engagement retains \$250,000 in unspent allocation or unencumbered appropriations that are available for use; and

**WHEREAS**, the Memphis City Council is dedicated to the educational and personal growth of the City’s youth, acknowledging the critical role of enriching and supportive environments in fostering their success; and recognizes the importance of the well-being of all residents and the vital role that community programming plays in cultivating a thriving community; and

**WHEREAS**, these funds will be allocated to enhance the experiences of youth and the overall well-being of residents in the City of Memphis, and supporting organizations that target youth and community engagement initiatives in the City of Memphis; and

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby allocates and appropriates \$250,000 in unspent allocations of the FY24 General Fund Expenditures to the following programs effective with the approval of this resolution:

<b>Organization</b>	<b>Amount</b>
Perfecting Gifts, Inc.	\$50,000
Young Actor’s Guild Dance and Theatre Company	\$35,000
New Ballet Ensemble and School	\$30,000
Youth Empowerment	\$20,000
City of Memphis Youth Services <ul style="list-style-type: none"><li>• Elevate 901: Orange Mound</li><li>• 5th Grade Program</li><li>• Orange Mound Community Center</li></ul>	\$20,000
Veterans 113	\$20,000
Team Gre3n	\$15,000
Saving Stronghold	\$10,000
Grooming Greatness	\$10,000
Memphis Symphony	\$10,000
Legacy of Legends CDC	\$10,000
Room in the Inn	\$10,000
Public Works, Neighborhood Improvement Initiatives	\$10,000

Sponsor:  
Jana Swearengen-Washington

Chairman  
JB Smiley. Jr.

**RESOLUTION TO AMEND THE AMERICAN RESCUE PLAN ACT (ARPA)  
ALLOCATION**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Funds (together, the Fiscal Recovery Funds). The Coronavirus Local Fiscal Recovery Funds was established to provide support to local governments ("recipients") to respond to the impacts of COVID-19 on communities, residents, and businesses; and

**WHEREAS**, section 602(c)(1) and 603(c)(2) provide that funds may be used to:

A. Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

B. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

C. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;

D. To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, the City of Memphis has been notified by the Department of the Treasury of ARPA funding in the amount of \$161,061,490.00, payable in two tranches; and

**WHEREAS**, at the September 16, 2021, regular meeting of the Memphis City Council, the Council approved the Administration's proposal for allocations of ARPA funding. Included in the Administration's proposal was an allocation for Memphis Libraries in the amount of \$2,211,232; and

**WHEREAS**, the Memphis City Council intends to support the advancement of the City of Memphis into a hub of increased innovation and equity, a center of sustainable mobility, an environment conducive to Black entrepreneurship, and a model of intelligent infrastructure; and further intends to enhance efforts to build a more efficient and sustainable food system to reduce food insecurity and waste production.

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby amends the FY24 ARPA allocations to reallocate \$ 75,000.00 to Start Co. and 150,000.00 to Clean Memphis from the Memphis Libraries Youth Pilot Program ARPA line item, effective with the approval of this resolution.

Sponsor:

J. Ford Canale

## **RESOLUTION TO AMEND THE AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Funds (together, the Fiscal Recovery Funds.) The Coronavirus Local Fiscal Recovery Funds was established to provide support to local governments ('recipients') to respond to the impacts of COVID-19 on communities, residents, and businesses; and

**WHEREAS**, section 602 (c)(1) and 603 (c)(2) provides that funds may be used to:

- A. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits or aid to impacted industries such as tourism, travel, and hospitality;
- B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- C. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenue collected in the most recent full fiscal year prior to the emergency;
- D. To make necessary investment in water, sewer, or broadband infrastructure; and

**WHEREAS**, on September 28, 2023, The Memphis City Council allocated \$2,211,232 from the American Rescue plan for the creation of a Youth PILOT program; and

**WHEREAS**, the Memphis City Council acknowledges that there is an influx of crime, particularly among children and teenagers, causing significant challenges and concerns in the City of Memphis and

**WHEREAS**, there are many youth programs that exist throughout the city which the Council supports but few programs actually evaluate the effectiveness of their services or return and provide recommendations to the Council; thus insight is lacking on the most successful activities and/or social services needed by our youth.

**NOW THEREFORE BE IT RESOLVED** that the Council amends the FY24 ARPA allocations to reallocate \$400,000 to School Seed from the Memphis Libraries Youth Pilot Program ARPA line item, effective with approval of this resolution.

Sponsor Councilwoman Pearl Eva Walker

Date: June 18, 2024

## **RESOLUTION TO AMEND THE AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Funds (together, the Fiscal Recovery Funds). The Coronavirus Local Fiscal Recovery Funds was established to provide support to local governments (“recipients”) to respond to the impacts of COVID-19 on communities, residents, and businesses; and

**WHEREAS**, section 602(c)(1) and 603(c)(2) provide that funds may be used to:

A. Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

B. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

C. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;

D. To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, at the September 26, 2023, regular meeting of the Memphis City Council, the Council approved the Administration’s proposal for allocations of ARPA funding; included in the Administration’s proposal was an allocation for Memphis Libraries for \$2,211,232; and

**WHEREAS**, the Memphis City Council intends to ensure that the funds are spent in support of programs that support the vulnerable population, including the youth population of Memphis; the Council recognizes that this group was negatively impacted by the effects of COVID-19, the ramifications of which are still being felt; and

**WHEREAS**, during The Moral Budget Coalition's Transition Team talks, youth mental health emerged consistently as a critical concern, highlighting the imperative need for a dedicated line item specifically for investing in youth mental health services to ensure that all youth have access to essential therapeutic support and transportation; and

**WHEREAS**, access to personalized, face-to-face therapeutic experiences within a familiar environment is essential for the adequate mental health treatment of youth, recognizing that 68% of youth prefer individual therapy over group or combined therapy formats, and 73% of youth favor receiving therapy in a therapist's office; and

**WHEREAS**, transportation barriers significantly impede youth access to necessary therapy services, underscoring the critical need for a micro-transit program to facilitate reliable

transportation to and from therapy sessions, thereby ensuring consistent and timely access to mental health care; and

**WHEREAS**, the investment of \$200,000 in The Moral Budget Coalition's proposal to fund a micro-transit program and provide stipends for therapists to cover clinical supervision costs represents a direct and impactful commitment to enhancing youth mental health services, promoting the well-being and development of the youth in our community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Memphis City Council hereby amends the FY24 allocations to reallocate \$200,000 to The Moral Budget Coalition's micro-transit program, to be jointly governed by the City of Memphis Office of Youth Services and the Shelby County Youth Resource Center, acknowledging the importance of accessible and personalized mental health services for the youth of Memphis, from the Memphis Libraries Youth Pilot Program ARPA line item, effective with the approval of this resolution.

Sponsor:  
Jerri Green



## **RESOLUTION TO AMEND THE AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION**

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which established the Coronavirus State Fiscal Recovery Fund, and section 603, which established the Coronavirus Local Fiscal Recovery Funds (together, the Fiscal Recovery Funds). The Coronavirus Local Fiscal Recovery Funds was established to provide support to local -19 on communities, residents, and businesses; and

**WHEREAS**, section 602(c)(1) and 603(c)(2) provide that funds may be used to: A. Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; B. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; C. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; D. To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, it is the intent of the Memphis City Council to ensure that the funds are spent in support of programs that support the vulnerable population, including the youth, homeless, and elder population of Memphis; the Council recognizes that these groups were negatively impacted by the effects of COVID-19, the ramifications of which are still being felt; and

**WHEREAS**, on September 28, 2023, the Memphis City Council allocated \$2,211,232 for the creation of a Youth PILOT Program that was set to run for 2 years; and

**WHEREAS**, our only Historically Black College and University, Lemoyne-Owen College, plays a vital role in preserving African American heritage, providing high-quality education to underrepresented communities, and empowering students with the skills and knowledge needed to drive social change and economic progress in the city; and

**WHEREAS**, it is essential to support Historically Black Colleges and Universities to ensure their continued impact and success in our communities; providing funding for Lemoyne-Owen College is essential to ensure its continued ability to deliver quality education, support student success, and uphold its mission of fostering leadership and community engagement within Memphis and beyond.

**NOW, THEREFORE, BE IT RESOLVED** that the Memphis City Council hereby amends the FY24 allocations to reallocate \$400,000 to Lemoyne-Owen College from the Memphis Libraries Youth Pilot Program ARPA line item, effective with the approval of this resolution.

Sponsor:

Janika White