

**SHELBY COUNTY GOVERNMENT**  
 160 N. Main Street, Suite 900, Purchasing  
 MEMPHIS, TENNESSEE 38103  
 (901) 222-2250

Purchase Order No.
S012609

Issue Date
05/20/20

**Purchase Order**      COPY

Vendor No.	Delivery Required	Terms	Ship Via	F.O.B.	Requisition No.
G0006	05/20/20				

Issued **MEMPHIS HOUSING AUTHORITY**  
 To **700 ADAMS AVENUE**  
**MEMPHIS, TN 38105**

Ship **SHELBY COUNTY ROADS & BRIDGES**  
 To **6449 HALEY ROAD**  
**MEMPHIS, TN 38134**

EOC #: EXEMPT  
 Buyer: SONJA WORTHY

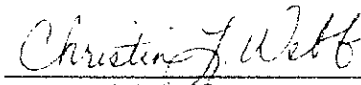
IF MATERIAL SAFETY DATA SHEETS ARE  
 REQUIRED ON PRODUCT(S) THAT YOU WILL BE  
 PROVIDING. PLEASE SUBMIT SAME WITH  
 PRODUCT(S) DELIVERED.

Item	Quantity	U/M	Description	Unit Price	Extended Price
1			ACQUISITION OF REAL PROPERTY AND THE POTENTIAL TO RELOCATION OF INDIVIDUALS RELATED TO THE NATIONAL DISASTER RESILIENCE GRANTS SOUTH CYPRESS CREEK BASIN AND WEST JUNCTION NEIGHBORHOOD CA2019981-1 COMMODITY: 578/63 ACCOUNT DISTRIBUTION: 297-271273-7012	296000.00000	296000.00
<div style="border: 2px solid black; padding: 10px; transform: rotate(-2deg); width: fit-content; margin: auto;"> <p>I hereby certify that the goods/services on attached              invoice(s) have been received and that payment is              in order. This is a <input type="checkbox"/> Partial payment <input type="checkbox"/> Final              payment on this P.O. Payment Amount approved:              \$ _____              _____ Date              Signature</p> </div>					
<b>Total of Purchase Order</b>					<b>296000.00</b>

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE  
 BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER  
 ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS  
 BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

SEND ORIGINAL INVOICE TO:  
 SHELBY COUNTY ROADS & BRIDGES  
 6449 HALEY ROAD  
 MEMPHIS, TN 38134

901-222-7705

Christian L. Webb APPROVED: ADMINISTRATOR OF PURCHASING	
05/20/20 Date	 Authorized Signature



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MEMPHIS HOUSING AUTHORITY  
 1000 GAYLOR AVENUE  
 MEMPHIS, TN 38103  
 (901) 527-2000  
 www.mha.gov

#### Entity Overview

##### Entity Registration Summary

**Name:** MEMPHIS HOUSING AUTHORITY  
**Business Type:** US Local Government  
**Last Updated By:** Vickie Aldridge  
**Registration Status:** Active  
**Activation Date:** 08/19/2019  
**Expiration Date:** 08/18/2020

##### Exclusion Summary

Active Exclusion Records? No



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### Entity Dashboard

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RETURN TO SEARCH

**MEMPHIS HOUSING AUTHORITY**  
 DUNS: 007046725 CAGE Code: 3UW40  
 Status: Active  
 Expiration Date: 08/18/2020  
 Purpose of Registration: Federal Assistance Awards Only

700 ADAMS AVE  
 MEMPHIS, TN, 38105-5029,  
 UNITED STATES

#### Entity Overview

##### Entity Registration Summary

Name: MEMPHIS HOUSING AUTHORITY  
 Business Type: US Local Government  
 Last Updated By: Vickie Albridge  
 Registration Status: Active  
 Activation Date: 08/19/2019  
 Expiration Date: 08/18/2020

##### Exclusion Summary

Active Exclusion Records? No



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SUB-RECIPIENT AGREEMENT

AGREEMENT BETWEEN SHELBY COUNTY GOVERNMENT AND

MEMPHIS HOUSING AUTHORITY [SUBRECIPIENT]

FOR

SOUTH CYPRESS CREEK WATERSHED & NEIGHBORHOOD DEVELOPMENT

THIS AGREEMENT is entered this 22nd day of May 2020 by and between Shelby County Government (the "Grantee") and Memphis housing Authority (the "Sub-recipient").

**I. RECITALS**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has awarded Shelby County Government (the "Grantee") Community Development Block Grant National Disaster Resilience (CDBG-NDR) funds for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et. seq.) and described in the Grantee's Action Plan (the "Action Plan"); and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds to carry out part of the Grantee's Federal award by committing \$296,000.00 of the Grantee's Federal award, pursuant to this Sub-recipient Agreement, (the "Agreement"); and

WHEREAS, the CDBG-DR funds made available for use by the Sub-recipient under this Agreement constitute a sub-award of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's Federal award; and

WHEREAS, the Sub-recipient has the legal authority to enter into this agreement, and the Sub-recipient's governing body has duly adopted the Resolution #4609 authorizing the Sub-recipient to enter this agreement with the Grantee, and by signing this agreement, to assure the Grantee that it will comply with all the requirements of the sub-award described herein; and

NOW, THEREFORE, in consideration of the need for recovery from South Cypress Creek and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

**II. GENERAL AWARD INFORMATION**

- III. The sub-award from the Grantee to the Sub-recipient, which is described below, is for the purposes of carrying out a portion of the Federal award described in Section I of this agreement and creates a Federal assistance relationship with the Sub-recipient.

Contact Information:

Grantee:

Jared Darby,  
Office of Resilience  
125 N. Main, Room 450  
Memphis, TN 38103  
(901) 222-7166  
Email: jared.darby@memphistn.gov

Sub-recipient:

David Walker  
Memphis Housing Authority  
700 Adams Avenue  
Memphis, TN 38105  
(901) 544-1298  
Email: dwalker@memphisha.org

**CFDA Number and Name**

14.272 CDBG National Disaster Resilience (NDR) Grant

**Federal Award Date**

December 21, 2016

**Federal award project description**

The U.S. Department of Housing and Urban Development (HUD) made \$1 Billion available in CDBG-DR funding to state and local governments impacted by disasters in 2011-2013 for the purpose of promoting innovative resilience projects to better prepare communities for future storms and other events.

Shelby County was awarded \$60 Million in federal funds for projects located in Shelby County for planning and place-based activities which included scalable solutions to create flood resilience to benefit low-to-moderate income communities. The South Cypress Creek Watershed and Neighborhood Development Project is one of the scalable solutions funded by HUD under Phase 2 of the CDBG-NDR competition. The South Cypress Creek Project provides a scalable solution to create flood resilience, community redevelopment and connectivity to benefit low-to-moderate-income communities in Memphis.

**IV. SCOPE OF SERVICE**

**A. Eligible Use of Funds**

As a condition of receiving this sub-award, the Sub-recipient shall administer the Cypress Creek relocation, which includes performing all of the work described in this section. The Sub-recipient shall complete the activities in a manner satisfactory to the Grantee and consistent with the terms and conditions of this agreement and applicable Federal statutes and regulations.

Relocation Assistance shall be provided to those residents identified in the Cypress Creek area as eligible recipients. Relocation shall include guidance in identifying the eligible benefits/resources each resident is entitled to receive. The assistance shall include the facilitation of payments for various relocation expenses including moving expenses, the selection of a moving company and other related benefits needed for relocation under the URA and on the day of the move.

MHA assistance shall also include the following services for the Shelby County in conjunction with the National Disaster Resilience (NDR) grant and the South Cypress Creek Wetland Restoration Project:

1. Work with the Divisions of Planning and Development and Public Works to facilitate acquisition and relocation of residents in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as amended who are currently living in housing units which may be acquired under the NDR Grant and who are eligible for relocation assistance.
2. Coordinate and provide timely processing of all invoicing for services completed by MHA and submit original invoice(s), any reports, and supporting documentation to Jared Darby, Resilience Planning Manager for approval.
3. Provide Jared Darby, Resilience Planning Manager with a weekly update on relocation actions carried out for each eligible tenant receiving relocation assistance during the relocation process.
4. Coordinate with Shelby County Real Estate during the Acquisition and Relocation Process to insure a smooth transmission for any residents impacted by the acquisition of housing units located within the South Cypress Creek Project Area,
5. Coordinate with Shelby County Real Estate the required notifications to property owners and eligible tenants who are impacted by property acquisition offers within the project area, to include the following Notices under the URA:
  - a. General Information Notice (GIN),
  - b. Notice of Relocation Eligibility, and
  - c. 90 Day Notice
6. Provide Administrative oversight and assistance throughout the relocation process including but not limited to the following activities on a case by case basis:
  - a. Create a tenant/household file and collect, prepare, and file all information on the relocation of each tenant/household in compliance with the URA.
  - b. Provide relocation advisory services to the eligible tenant in compliance with the URA,
  - c. Conduct an on-site survey of the unit occupied by an eligible tenant to determine relocation needs,
  - d. Consult with eligible tenant(s) to provide information on their rights under the URA.
  - e. Certify Household Income of the eligible individuals and provide information on household size, race, and gender and age of the occupants being relocated.
  - f. Provide eligible tenants/household with their assistance options as provided under URA 104(d),
  - g. Assist in the identification of a suitable unit for relocation of the eligible tenant(s),
  - h. Provide a pre-inspection of the unit to which the tenant is being relocated prior to the move and occupancy by the eligible tenant.
  - i. Calculate all relocation and re-establishment assistance payments for which the tenant is eligible and review the payments with the tenant, including but not limited to:
    - 1) Moving Expenses,
    - 2) Housing Cost Assistance,
    - 3) Disconnection, transferring and reconnection assistance for utilities,
    - 4) Expenses associated with transferring any telephone, cable or internet services if applicable,

- 5) Expenses associated with any increase in rental and utility costs of the new unit if applicable.
7. Maintain a complete record of all relocations under this agreement for a period of seven (7) years and provide Shelby County with a complete file on each eligible tenant/household assisted under this agreement.

#### **B. Prohibited Activities**

The Sub-recipient may only carry out the activities described in this Agreement. The Sub-recipient is prohibited from charging to the sub-award the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political, inherently religious activities, or lobbying.

#### **V. PERFORMANCE MONITORING AND REPORTING**

##### **A. Monitoring**

The Grantee shall monitor the performance of the Sub-recipient as necessary and in accordance with regulations on Sub-recipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.232, to ensure Sub-recipient complies with all the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the Grantee will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Sub-recipient within 30 days after being notified by the Grantee, the Grantee may impose additional conditions on the Sub-recipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

##### **B. Reporting**

The Sub-recipient shall submit regular progress and financial reports to the Grantee. Such reports shall contain information which may include status of relocation and relocation assistance, including payments, to eligible residents, timelines for relocation and relocation services, a description or log of any outstanding acquisition or relocation issues, information on relocation expenditures, summaries of residents' relocation files, and any additional relocation information which may be requested in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's Federal award. Frequency and format of reporting will be agreed upon by Shelby County and MHA.

#### **VI. PERIOD OF PERFORMANCE AND TERM**

The period of performance for Sub-recipient, meaning the time during which the Sub-recipient may incur new obligations to carry out activities under this agreement, shall start on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 and end on the 30<sup>th</sup> day of September 2022.

This agreement and its terms and conditions shall remain in effect during any period that the Sub-recipient has control over the CDBG-DR funds provided through this agreement, including program income as defined in 24 CFR 570.500(a), as amended.

**VII. BUDGET**

The Sub-recipient shall complete all activities in this agreement in accordance with the following budget. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

**A. Program Income**

Where program income is to be retained by the grantee, the grantee must impose the program income provisions in 24 CFR 570.502, as modified by the Federal Register Notice governing the use of CDBG-DR funds.

**VIII. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement shall not exceed \$296,000.00 for the following activities:

- a. MHA Staffing Costs
- b. Rent Subsidies
- c. Moving Costs
- d. Security Deposits
- e. Inspector/Inspections
- f. Utility Reconnections and Security Deposits
- g. Transportation
- h. Cable Reconnections
- i. Application Fees

The Sub-recipient shall submit to the Grantee requests for payments of activities under this agreement and consistent with the approved budget (the "Request for Payment"). Each Request for Payment shall be broken down into requested draws against the budget line items specified in Section VI.

The Grantee shall pay to the Sub-recipient CDBG-DR funds available under this agreement based upon information submitted by the Sub-recipient for allowable costs permitted under this agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual case requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-recipient accounts if necessary.

Payments will be made upon submission by the Sub-recipient of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment. The Request for Payment form must also be accompanied by documentation



from the Sub-recipient demonstrating that all procurements for which payment is requested have been made in accordance with this agreement.

IX. **AMENDMENT AND TERMINATION**

A. **Amendments**

The Grantee or Sub-recipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, are approved by the Grantee's governing body, and are signed in writing by a duly authorized representative of the Grantee and the Sub-recipient. Such amendments shall not invalidate this agreement, nor relive or release the Grantee or Sub-recipient from its obligations under this agreement. Amendments will generally be required when any of the following are anticipated: 1) revision to the scope or objective of the Program, including purpose or beneficiaries; 2) need to extend the availability of Grant Funds; 3) revision that would result in the need for additional funding; and 4) expenditures on times for which applicable cost principles require prior approval (24 CFR 570.200h)

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

B. **Suspension or Termination**

The Grantee may terminate this agreement, in whole or in part, upon 30-days' notice, whenever it determines that the Sub-recipient has failed to comply with any term, condition, requirement, or provision of this agreement. Failure to comply with any terms of this agreement, include (but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this agreement.
3. Ineffective or improper use of funds under this agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Sub-recipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Grantee retains the right to recover any improper expenditures no later than thirty (30) days after the date of termination. The Grantee may, at its sole discretion, allow Sub-recipient to retain or be reimbursed for costs reasonable incurred prior to termination, that were not made in anticipation of termination and cannot be cancelled provided that said costs

meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any applicable state of Federal statutes, regulations or requirements.

X. **OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD**

The CDBG-DR funds available to the Sub-recipient through this agreement constitute a sub-award of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Sub-recipient, and the Sub-recipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

A. **General Compliance**

The Sub-recipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. Notwithstanding any of the foregoing, (1) the Sub-recipient does not assume any of the Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Sub-recipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Sub-recipient on an advance or reimbursement basis.

B. **Duplication of Benefits**

The Sub-recipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Sub-recipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee.

C. **Drug-Free Workplace**

Sub-recipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation.

D. **Insurance & Bonding**

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR §200.325, if applicable.

**E. Relocation, Real Property Acquisition, and One-for-one- Housing Replacement**

The Sub-recipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). In addition to the other URA requirements, these regulations implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §5181, which provides that “Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act.”

**F. Documentation and Record Keeping**

1. Records to Be Maintained

The Sub-recipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Sub-recipient has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee’s Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section V. B. Reporting of this agreement, Scope of Service.

Sub-recipient shall maintain records required by 24 CFR 570.506 as if the requirements in 24 CFR 570.506 were directly imposed upon the Sub-recipient and additionally include any additional recordkeeping requirements imposed by Federal Register notice governing the use of the funds.

Sub-recipient shall provide individual household/case file records to the Grantee to ensure the Grantee maintains compliance and appropriate recordkeeping in compliance with the Grant requirements. Records required to determine the eligibility of activities; records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance; records documenting compliance with the fair housing and equal opportunity requirements of the Grant program regulations; Financial records as housing and equal opportunity requirements of the CDBG-NDR program regulations; financial records as required by 24 CFR 570.502 and 2 CFR part 200 including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, and other applicable federal statutes and regulations, and the terms and conditions of Grantee’s Federal award.

The Sub-recipient shall permit the Grantee and auditors to have access to the Sub-recipient’s records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award.

The Sub-recipient is required to maintain data demonstrating client eligibility for activities for activities provided under this agreement. Such data may include, but not be limited to client, name address, income level or other basis for determining eligibility, and description of activities provided.

## 2. Close-out

The Sub-recipient shall closeout its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this closeout period may include, but are not limited to; making final payments, disposing of program assets, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343 upon the expiration of this agreement, the Sub-recipient shall transfer to the recipient of funds on hand all the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Sub-recipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 49 CFR Part 24 "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs".

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Sub-recipient's assurance herein shall obligate the Sub-recipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Sub-recipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

If the Sub-recipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part shall extend to any facility located wholly or in part in such space.

**G. Affirmative Action**

1. Action Plan

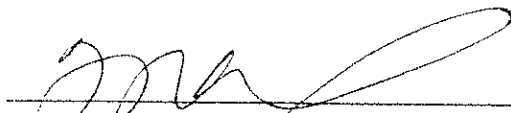
The Sub-recipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR Chapter 60. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

2. Women and Minority-Owned Businesses(WBE/MBE)


The Sub-recipient shall take the affirmative steps listed in 2 CFR 200.321(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Sub-recipient procures property or services under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

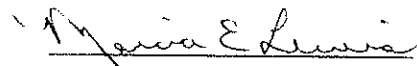
**APPROVED AS TO FORM  
AND LEGALITY:**

  
\_\_\_\_\_  
Contract Administrator/  
Assistant County Attorney

**SHELBY COUNTY GOVERNMENT**

  
\_\_\_\_\_  
Lee Harris, Mayor

**MEMPHIS HOUSING AUTHORITY**

BY:   
\_\_\_\_\_  
Marcia E. Lewis  
TITLE: Chief Executive Officer

**RESOLUTION NO. 4609**

**RESOLUTION AUTHORIZING THE MEMPHIS HOUSING AUTHORITY (MHA) TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE SHELBY COUNTY GOVERNMENT TO PROVIDE TENANT RELOCATION ASSISTANCE FOR ELIGIBLE HOUSEHOLDS WITHIN THE SOUTH CYPRESS CREEK WETLAND RESTORATION PROJECT**

**WHEREAS**, the U.S. Department of Housing and Urban Development (“HUD”) has awarded Shelby County Government (the Grantee) \$60 million dollars in Community Development Block Grant National Disaster Resilience (CDBG-NDR) funds for projects located in Shelby County for planning and place based activities which included scalable solutions to create flood resilience to benefit low-to-moderate income communities; and

**WHEREAS**, the South Cypress Creek Watershed and Neighborhood Development Project is one of the scalable solutions funded by HUD under Phase 2 of the CDBG-NDR competition. The South Cypress Creek Project provides a scalable solution to create flood resilience, community redevelopment and connectivity to benefit low-to-moderate-income communities in Memphis

**WHEREAS**, the Grantee wishes to engage MHA (the Sub-recipient) to assist the Grantee in utilizing such funds to carry out part of the Grantee’s Federal award by committing \$296,000.00 of the Grantee’s Federal award to provide tenant relocation assistance to those residents identified in the Cypress Creek area as eligible recipients; and

**WHEREAS**, relocation shall include guidance in identifying the eligible benefits/resources each resident is entitled to receive. The assistance shall include the facilitation of payments for various relocation expenses including moving expenses, the selection of a moving company and other related benefits needed for relocation under the Uniform Relocation Act (URA) and on the day of the move.; and

**WHEREAS**, under the sub-recipient agreement MHA will provide ongoing relocation support which may include determination and issuance of rental gap payments to relocated tenants and technical guidance as needed for a 42-month period as defined in the URA guidelines; and

**NOW THEREFORE, BE IT RESOLVED** That the Board of Commissioners of the Memphis Housing Authority hereby authorizes the Chief Executive Officer to execute a sub-recipient agreement with the Shelby County Government to provide tenant relocation assistance for eligible households in the Cypress Creek area.

## CERTIFICATE OF RECORDING OFFICER

The Undersigned hereby certifies that:

1. She is the duly qualified and acting Secretary of the Memphis Housing Authority (hereinafter called the Local Public Agency) and the custodian of the records of the Local Public Agency, including the minutes of the proceedings of the Board of Commissioners (hereinafter called the A Governing Body); and is duly authorized to execute this certificate.

2. Attached hereto is a true and correct copy of Resolution No. 4609 including the WHEREAS clauses, adopted at the meeting of the Governing Body held on the **February 27, 2020**.

3. Said Resolution has been duly recorded and is now in full force and effect.

4. Said meeting was duly convened and held in all respects in accordance with law and the by-laws of the Local Public Agency. To the extent required by law and the by-laws, due and proper notice of said meeting was given. A legal quorum of members of the Governing Body was present throughout said meeting, and a legally sufficient number of members of the Governing Body voted in the proper manner for the adoption of said Resolution. All other requirements and proceedings under law, said by-laws, or otherwise, incident to the proper adoption of said Resolution, including publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. The seal appearing below constitutes the official seal of the Local Public Agency and was duly affixed by the undersigned at the time this certificate was signed.

**February 27, 2020**.

(Seal)



Marcia E. Lewis  
Chief Executive Officer