



Purchasing Department
 100 N. Main, Suite 800
 Memphis, TN 38103
 (901) 222-2250
 Fax: (901) 222-2064

2019 JUN 10 AM 10:14

**Shelby County
 Tennessee**

Lee Harris, Mayor

APPROVED FOR MAYOR'S SIGNATURE

Memo

DATE _____

To: Honorable Lee Harris
 Shelby County Mayor

From: Janice A. Holmes, Administrator
 Purchasing Department

Date: June 10, 2019

Re: Single Source – Thomas Needham, P.E. \$50,000.00

The Shelby County Division of Planning and Development has the desire to contract with Thomas Needham, in the amount, of \$50,000.00, as a Single Source, to perform services of development management for the \$60 million HUD National Disaster Resilience Grant awarded to Shelby County Government.

Mr. Needham's service will ensure that projects, which have begun during his tenure as Public Works Director (e.g. the \$60,000,000.00 HUD Resilience Grant, the construction of the new Health Department facility and renovation of 201 Poplar) will continue to move forward without interruption to completion.

Please approve (or disapprove) this Single Source request by signing in the space provided below:

DATE: 6/10/19

Christin L. Webb, Purchasing Administrator

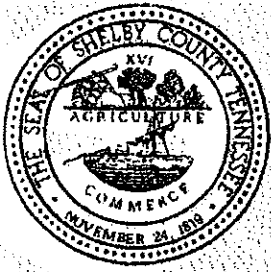
APPROVED: ✓

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

DATE: _____

Lee Harris, Mayor



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

Purchase Order No.
S012274

Issue Date
09/17/19

Purchase Order COPY

Vendor No.	Delivery Required	Terms	Ship Via	F.O.B.	Requisition No.
E1981	09/17/19				

Issued **THOMAS E NEEDHAM**
 To **6111 ASHLEY RD.**
ARLINGTON, TN 38002

Ship **SHELBY COUNTY DIVISION OF PLANNING**
 To **DEVELOPMENT**
125 N. MAIN, RM 468
MEMPHIS, TN 38103

EOC #: EXEMPT
 Buyer: DEBRA LOUIS

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			CONSULTING SERVICES FOR THE \$60 MILLION HUD NATIONAL DISASTER RESILIENCE GRANT CA2022002 COMMODITY: 918/32 ACCOUNT DISTRIBUTION: 297-271275-6665	50000.00000	50000.00
<div data-bbox="532 1207 1047 1480" data-label="Text"> <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: \$ _____ Signature _____ Date _____</p> </div>					
Total of Purchase Order					50000.00

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 DIVISION OF PLANNING
 DEVELOPMENT
 25 N. MAIN, RM 468
 MEMPHIS, TN 38103
 901-576-7197

Christin L. Webb
 APPROVED: ADMINISTRATOR OF PURCHASING

09/17/19
 Date Authorized Signature

**CONTRACT BETWEEN SHELBY COUNTY GOVERNMENT AND
PUBLIC SERVICES CONTRACTOR THOMAS E. NEEDHAM**

This Agreement entered into this 8th day of July, 2019, by and between SHELBY COUNTY GOVERNMENT (the County), through its Division of Planning and Development (DPD) and TOM NEEDHAM, a professional services contractor (the Contractor), with the approval of Shelby County Mayor Lee Harris (Mayor).

WHEREAS, the County and the Contractor, hereafter referred to collectively as "the Parties," are desirous of entering into a contract setting forth the terms and conditions under which the Contractor will provide development management services to Shelby County related to implementation of its National Disaster Resilience Grant (NDRG) awarded by the U.S. Department of Housing and Urban Development (HUD);

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Serve as the director of Development Management exclusively for the purpose of implementation of Shelby County Government's NDR grant working with the Engineering Management and Financial Management teams and coordinate with the Division Director of the Division of Planning and Development and the NDR Grant Management Administrator and his team to assure that the Projects development through the implementation of the National Disaster Resiliency grant are designed and constructed to meet the intent of the objectives within the allocated grant budget and are in compliance with the performance measures established in the Grant Work Plan.

2. Monitor the overall project schedules for the grant's projects and make recommendations to project modifications to the tasks that may be required to meet the Grant completion dates.
3. Review all cost estimates with the goal to have a base bid estimate for each project within the budget established for each activity.
4. Serve as a member of the Shelby County Resilience Council and attend the weekly meetings as required.
5. Attend the monthly team meetings during the design phases with the design consultants.
6. Review and approve the scope of services and fees for all engineering and Construction Engineering and Inspections (CEI) services for the projects and related construction.
7. Attend the monthly construction meetings to monitor the construction progress with the requirement that all projects are complete by September 30, 2022. This deadline may be extended in the event the NDR grant contract with HUD is extended beyond the September 30, 2022 deadline.
8. Assist the Planning and Grant Management team in completing the close out documents required by HUD during the normal 90-day close out period which will begin upon the end of the NDR grant contract with HUD.

II. TERMS AND COMPENSATION

- A. The term of this Agreement will commence on July 1, 2019 and continue through June 30, 2020 ("termination date").
- B. The Parties agree that this Contract may be terminated by the Contractor or by the Mayor (acting on behalf of the County) upon 30 days written notice of termination to the other before the termination date. In the event of such termination, the Contractor shall be paid for all services rendered prior to the

termination date and through the last day of the month of the termination date.

- C. The Contractor shall be compensated monthly at the rate of \$4166.66 per month, but not to exceed \$50,000.00 through the term of the Contract, which runs from July 1, 2019 through June 30, 2020.
- D. The Contractor expressly understands and agrees that he shall not be entitled to any fringe benefits or other indicia of employment as a result of this Contract.
- E. The Contractor understands that in the course of performing his services, he will become familiar with non-public information concerning the County and its operations. The Contractor agrees that he will not share such non-public information to anyone outside the Mayor's Administration without the written consent of the Mayor or the Mayor's designee. A violation of this clause shall be considered a breach warranting termination of the contract. The contractor agrees that during the term of this contract, the contractor will not be eligible to enter into additional professional services or engineering contracts with the county.
- F. The Contractor agrees to act in an advisory capacity should the position of Public Works Director be filled within the term period of this contract and any extension terms thereafter.

III. GENERAL PROVISIONS

A. PERFORMANCE OF SERVICES

All services by the Contractor will be performed in a manner satisfactory to the County and in accordance with the generally accepted business practices and procedures of the County.

B. INDEPENDENT STATUS

Nothing in this Contract shall be deemed to represent that the Contractor is an employee of the County. The Contractor will be an independent contractor concerning the details and means for performing his obligations under the Contract. Anything in the Contract which may appear to give the County the right to direct the Contractor as to the details of the performance of the obligations under the Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state, and federal regulations.

The Contractor shall receive an IRS form 1099 for services performed under this Contract and understands and expressly agrees that he shall be solely responsible for the payment of taxes, if any, based on the compensation received under this Contract.

C. SUBCONTRACTING, ASSIGNMENT, OR TRANSFER

The Contractor is expressly prohibited from subcontracting, assigning, or transferring any part of his duties and responsibilities as set forth in this Contract.

D. CONFLICT OF INTEREST

The Contractor covenants that he has no public or private interest and will not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of the services under this Contract.

E. GENERAL COMPLIANCE WITH LAWS

The Contractor is assumed to be familiar with and agrees that at all times he will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of his work under the Contract.

The Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract, the Contractor agrees

that all legal action relating to the Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee. In accordance with this provision, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

F. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts among or between the Parties.

G. AMENDMENT

This Contract may be modified or amended only by written instrument signed by all the Parties.

H. SEVERABILITY

If any provision of the Contract is held to be unlawful, invalid, or unenforceable under any present or future laws, such provision shall be fully severable and the Contract shall then be construed and enforced as if such unlawful, invalid, or unenforceable provision had not been a part of the Contract. The remaining provisions of the Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by the severance herefrom.

I. WAIVER OF CONTRACTUAL RIGHT

No waiver of any term of the Contract shall be effective unless in writing and executed by the party making such waiver; no delay or failure to enforce any provision in this Contract shall operate as a waiver of such provision.

J. MATTERS TO BE DISREGARDED

The titles of the several sections and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

K. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any fiscal period during the term of the Contract, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the Termination Date.

L. NON LIABILITY FOR TAXES

The Contractor understands and agrees that the County shall have no liability for withholding FICA from the Contract payments, for making state or federal unemployment insurance contributions, withholding state and federal income tax from payments, making disability insurance contributions, or obtaining workers' compensation insurance on behalf of the Contractor.

M. NOTICES

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered as set forth herein:

Mr. Thomas E. Needham P.E
7965 Veterans Parkway
Millington, TN 38053

and

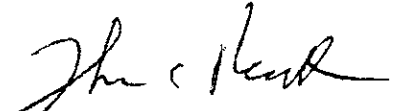
Shelby County Government
Division of Planning and Development
John Zeanah, Director
125 North Main, Ste. 468
Memphis, TN 38103

with a copy to:

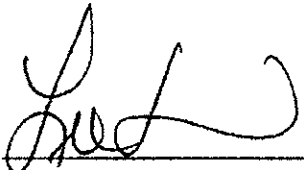
Shelby County Government
County Attorney's Office
160 N. Main, Ste. 950
Memphis, Tennessee 38103

In Witness Whereof, the parties hereto have set their signatures for the purposes contained herein.

APPROVED:

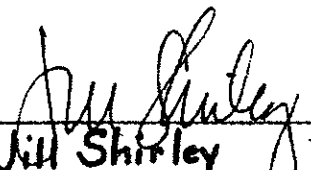


THOMAS E. NEEDHAM P.E. DATE: June 21, 2019
PUBLIC SERVICES CONTRACTOR



LEE HARRIS DATE: 7/8/2019
MAYOR, SHELBY COUNTY GOVERNMENT

APPROVED AS TO FORM AND LEGALITY:



Asst. Jill Shirley DATE: July 1, 2019
COUNTY ATTORNEY, SHELBY COUNTY

Mayfield, Charlotte

From: Webb, Christin
Sent: Monday, June 10, 2019 9:59 AM
To: Mayfield, Charlotte; Zeanah, John
Cc: Iverson, Marlinee
Subject: Sole Source - Planning & Development - Tom Needham - \$49,500.00
Attachments: Mayor's Memo Thomas Needham.pdf

Good morning John,

This meets the Sole Source criteria – Compatibility and continuity is the overriding consideration (*Purchasing Policy 220, Section IV, G, 5*) = **Approved**

Vendor: Tom Needham
Amount: \$49,500.00
Service: Development Management Services

Per Purchasing Policy, we need Mayor's approval on all sole sources of \$25k or more. Charlotte will prepare that memo and route it for Mayor's approval. Upon receipt, she will email it to you.

Please route to Purchasing your paper requisition, attaching the signed Mayor's memo, my approval email and any supporting documents.

As a reminder, please be sure that you confirm that the vendor is registered; has an active vendor number, and current EOC number (M/WBE, LOSB if applicable).

Thank you.

Christin L Webb, CPPB | Administrator of Purchasing
Shelby County Government Purchasing Department
160 N. Main Street, Suite 900
901-222-2252
christin.webb@shelbycountyttn.gov

From: Zeanah, John <John.Zeanah@memphistn.gov>
Sent: Sunday, June 9, 2019 10:10 PM
To: Webb, Christin <Christin.Webb@shelbycountyttn.gov>
Cc: Mayfield, Charlotte <charlotte.mayfield@shelbycountyttn.gov>; Iverson, Marlinee <Marlinee.Iverson@shelbycountyttn.gov>
Subject: Single Source Request

[This EMAIL was not sent from a Shelby County Government email address. Please use caution.]

Christin,

Division of Planning and Development (DPD) is seeking to obtain a sole source designation of Mr. Thomas Needham, outgoing Director of Public Works, to continue performing services of development management for activities associated with the \$60 million HUD National Disaster Resilience Grant awarded to Shelby County Government.

In 2016, Shelby County Government was awarded this highly competitive grant based on a number of qualifications and proposed uses. One such qualification was the staff the County had assigned to implement the projects totaling the \$60 million. To memorialize these assignments, the County submitted to HUD and had approved the attached organizational chart. You can see Mr. Needham's name and title as lead for development management.

All activities under the grant are underway, and DPD is seeking to retain the services of Mr. Needham to ensure much needed continuity in program leadership given the magnitude of this grant. Based on his work on this grant since 2014 when the opportunity was first announced, he is in a highly unique position to serve this role, especially at this juncture in the program.

The total contract amount is \$50,000. Please let me know if you need additional information to support this request.

Thank you,
John

JOHN ZEANAH, AICP
Director
Memphis and Shelby County Division of Planning and Development

Mayfield, Charlotte

From: Zeanah, John <John.Zeanah@memphistn.gov>
Sent: Sunday, June 9, 2019 10:10 PM
To: Webb, Christin
Cc: Mayfield, Charlotte; Iverson, Marlinee
Subject: Single Source Request
Attachments: New NDR Org Chart_By_Staff Names_Revised May 11 2018.pdf

[This EMAIL was not sent from a Shelby County Government email address. Please use caution.]

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JOHN ZEANA, AICP
Director
Memphis and Shelby County Division of Planning and Development