

Appendix D

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
WOLF RIVER CONSERVANCY, INC.  
FOR**

**Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 20<sup>th</sup> day of October, 2015 by and between Shelby County Government (herein called the "Applicant") and Wolf River Conservancy, Inc. (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Partner has made a direct financial commitment of \$31,500,000 to develop the Wolf River Greenway as part of the Applicant's Wolf River Wetland Restoration and Greenway activity; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using direct financial commitment made by Partner and CDBG-NDR funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title J of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Development of the Wolf River Greenway portion of the Wolf River Wetland Restoration and Greenway activity of the "Greenprint for Resilience: Making Room for the River" Project.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

1. Completion of the Wolf River Greenway within 24 months of the appropriation of CDBG-NDR funding for the Wolf River Wetland Restoration and Greenway activity.

**C. Staffing**

Key staff personnel for this project are: **Keith Cole, Bob Wenner, Ryan Hall and Chuck Flink**. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

**III. BUDGET**

1. The total budget for the Wolf River Wetland Restoration and Greenway activity for the Project is \$56,828,564.
2. The total budget for the Wolf River Greenway portion of the Wolf River Wetland Restoration and Greenway activity is \$40,828,580.
3. Total direct financial commitment of Wolf River Conservancy for the Wolf River Greenway portion of the Wolf River Wetland Restoration and Greenway activity is \$31,500,000 and amount requested in CDBG-NDR funds is \$9,328,580.
4. The final contract amount for the Wolf River Greenway portion of the Wolf River Wetland Restoration and Greenway activity will be contingent on the amount awarded by HUD.
5. The Applicant may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

**III. SPECIAL CONDITIONS**

All contracts may be subject to approval pursuant to Shelby County Policies and Procedures.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

BY: 

Contract Administrator/  
Assistant County Attorney

BY: 

Mark H. Luttrell, Jr., Mayor

**WOLF RIVER CONSERVANCY, INC.**

BY: 

Keith Cole, Executive Director

WOLF RIVER



CONSERVANCY

*Protecting and Enhancing the Wolf River Corridor and Watershed as a Sustainable Natural Resource.*

October 20, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

Subject: Direct Leverage Commitment

Dear Mr. Copeland:

In commitment to the Wolf River Wetland Restoration and Greenway activity of the county's Greenprint for Resilience project, Wolf River Conservancy, Inc. commits \$31,500,000 in direct leverage to accomplish the development of the Wolf River Greenway, as described in further detail in the partner agreement submitted as part of the county's application for the National Disaster Resilience Competition (NDRC).

This direct leverage commitment is made possible through contributions from a number of funding partners, including Hyde Family Foundations, Kemmons Wilson Foundation, Lichterman Loewenberg Foundation, Plough Foundation, Canale Foundation, City of Memphis, Tennessee Department of Transportation, and anonymous donors.

Wolf River Conservancy, Inc. commits these funds over the period beginning September 17, 2014 through September 30, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Cole". The signature is fluid and cursive, written over the printed name.

Keith Cole  
Executive Director

**WOLF RIVER**



**CONSERVANCY**

*Protecting and Enhancing the Wolf River Corridor and Watershed as a Sustainable Natural Resource.*

October 20, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

Dear Mr. Copeland:

RE: Intent to Participate

This letter is to confirm the mutual intent of both Shelby County and Wolf River Conservancy, Inc. to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application.

Wolf River Conservancy, Inc. will provide development of the Wolf River Greenway portion of the Wolf River Wetland Restoration and Greenway activity and direct financial leverage to support this development, as described in the leverage letter and partner agreement included with the NDRC application submitted by Shelby County Government.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the Shelby County Commission and executed by the Mayor of Shelby County before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Cole", is written over a faint, larger version of the same signature.

Keith Cole  
Executive Director

Appendix D

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
MEMPHIS CENTER FOR FOOD AND FAITH  
FOR**

**Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 14 day of Oct, 2015 by and between Shelby County Government (herein called the "Applicant") and Memphis Center for Food and Faith (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Urban agriculture, food production, and food retail activities associated with the "Greenprint for Resilience: Making Room for the River" Project.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

1. Urban agriculture, food production, and food retail activities within 24 months of the appropriation of funding for project activities.

**C. Staffing**

Key staff personnel for this project are: D. Noah Campbell, Executive Director and Carole Colter, Executive Director of GrowMemphis. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

**III. BUDGET**

1. The total budget for urban agriculture, food production, and food retail activities for the Project is \$250,000.
2. The final contract amount for urban agriculture, food production, and food retail activities for each partner will be contingent on the amount awarded by HUD.
3. The Applicant may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

**III. SPECIAL CONDITIONS**

All contracts for public awareness and outreach may be subject to approval pursuant to Shelby County Policies and Procedures.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VII. ENTIRE AGREEMENT**


This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

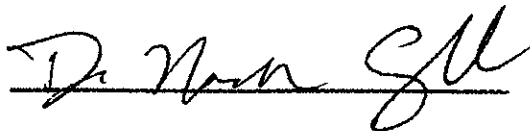
**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

BY:   
Contract Administrator/  
Assistant County Attorney

BY:   
for Mark H. Luttrell, Jr., Mayor

**MEMPHIS CENTER FOR FOOD AND FAITH**

BY: 

TITLE: Director of MCFP



**ATTACHMENT B**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN SHELBY COUNTY GOVERNMENT**  
**AND**  
**MEMPHIS TILTH**  
**(FORMERLY MEMPHIS CENTER FOR FOOD AND FAITH)**

**OCTOBER 14, 2015**

# MEMPHIS CENTER FOR FOOD AND FAITH

October 12, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

Dear Mr. Copeland:

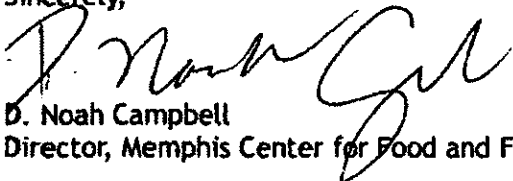
RE: Intent to Participate

This letter is to confirm the mutual intent of both Shelby County and Memphis Center for Food and Faith to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application.

Memphis Center for Food and Faith will provide urban agriculture, food production, and food retail activities or other assignment provided by Shelby County Government.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the Shelby County Commission and executed by the Mayor of Shelby County before the use of any CDBG-NDR funds, if awarded.

Sincerely,



D. Noah Campbell  
Director, Memphis Center for Food and Faith

**Appendix D**

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
PIQUE PUBLIC RELATIONS  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 21 day of October, 2015 by and between Shelby County Government (herein called the "Applicant") and Pique Public Relations (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Public awareness and outreach for the regional resilience plan activity of the "Greenprint for Resilience: Making Room for the River" Project.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

1. Public awareness and outreach within 24 months of the appropriation of the regional resilience plan funding.

**C. Staffing**

Consultant's key staff personnel for this project are **TARRIN MCGHEE, PRINCIPAL, PIQUE PUBLIC RELATIONS**. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

**III. BUDGET**

1. The total budget for public awareness and outreach for the Project is \$100,000.
2. The final contract amount for public awareness and outreach for each partner will be contingent on the amount awarded by HUD.
3. The Applicant may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

**III. SPECIAL CONDITIONS**

All contracts for public awareness and outreach may be subject to approval pursuant to Shelby County Policies and Procedures.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


**VII. ENTIRE AGREEMENT**

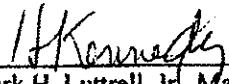
This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

BY:   
Contract Administrator/  
Assistant County Attorney

BY:   
Mark H. Luttrell, Jr. Mayor

**PIQUE PUBLIC RELATIONS**

BY:   
\_\_\_\_\_

TITLE: OWNER & PRINCIPAL



October 20, 2015

Tarrin McGhee, Principal  
Pique Public Relations  
895 S. Cooper St. Ste. | Memphis, TN 38104

Richard S. Copeland, Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468 | Memphis, TN 38103

Dear Mr. Copeland:

RE: Intent to Participate

This letter is to confirm the mutual intent of both Shelby County and Pique Public Relations to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application.

Pique Public Relations will provide public awareness and community outreach services required for the regional resilience plan activity or portion of the activity which Shelby County assigns to the Consultant for implementation.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the Shelby County Commission and executed by the Mayor of Shelby County before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink that reads "Tarrin McGhee". The signature is written in a cursive, flowing style.

Tarrin McGhee, Principal, Pique Public Relations

Appendix D

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
THE UNIVERSITY OF TENNESSEE  
ON BEHALF OF ITS AGRICULTURAL EXTENSION  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 16<sup>th</sup> day of October, 2015 by and between Shelby County Government (herein called the "Applicant") and The University of Tennessee on behalf of its Agricultural Extension (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Urban agriculture, food production, and food retail educational programming and activities for both adults and youth as associated with the "Greenprint for Resilience: Making Room for the River" Project.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

1. Urban agriculture, food production, and food retail educational programming and activities for both adults and youth within 24 months of the appropriation of funding for project activities.

**C. Staffing**

Key staff personnel for this project are: **Jim G. Todd; Jo Anne Waterman**. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

**III. BUDGET**

1. The total budget for urban agriculture, food production, and food retail educational programming and activities for both adults and youth for the Project is \$250,000.
2. The final contract amount for urban agriculture, food production, and food retail educational programming and activities for both adults and youth for each partner will be contingent on the amount awarded by HUD.
3. The Applicant may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

**III. SPECIAL CONDITIONS**

All contracts for urban agriculture, food production, and food retail educational programming and activities for both adults and youth may be subject to approval pursuant to Shelby County Policies and Procedures.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.



**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

BY: 

Contract Administrator

BY: 

for Mark H. Luttrell Jr. Mayor

**THE UNIVERSITY OF TENNESSEE  
ON BEHALF OF ITS AGRICULTURAL EXTENSION**

BY: 

TITLE: DEAN, UT EXTENSION



Tim L. Cross  
Dean  
121 Morgan Hall  
2621 Morgan Circle Drive  
Knoxville, TN 37996-4530  
865-974-7114  
<http://extension.tennessee.edu>

October 16, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

Dear Mr. Copeland:

RE: Intent to Participate

This letter is to confirm the mutual intent of both Shelby County and University of Tennessee Agricultural Extension to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application. University of Tennessee Agricultural Extension will provide urban agriculture, food production, and food retail activities or other assignment provided by Shelby County Government.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the Shelby County Commission and executed by the Mayor of Shelby County before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim L. Cross". The signature is fluid and cursive.

Tim L. Cross  
Dean

Appendix D

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
CHICKASAW BASIN AUTHORITY  
FOR**

**Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 22 day of October, 2015 by and between Shelby County Government (herein called the "Applicant") and Chickasaw Basin Authority (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

Applicant will use CDBG-NDR funding to purchase property for the Big Creek Wetland Restoration and Recreation Activity on behalf of Partner. The Partner will be responsible for operating and long-term maintenance of the levee constructed using CDBG-NDR funds associated with the "Greenprint for Resilience: Making Room for the River" Project.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement.

Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months. All associated expenses funded by CDBG-NDR will be made by Applicant within 24 months of the appropriation of funding for project activities.

**C. Staffing**

Key staff personnel for this project are: Tom Needham, Executive Director. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

**III. BUDGET**

1. The total budget for this agreement is \$0. The Chickasaw Basin Authority will not receive any CDGB-NDR funding.

**III. SPECIAL CONDITIONS**

All contracts for public awareness and outreach may be subject to pursuant to Shelby County Policies and Procedures.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


**VII. ENTIRE AGREEMENT**

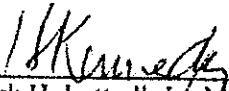
This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

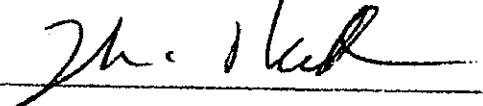
APPROVED AS TO FORM  
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

BY:   
Contract Administrator/  
Assistant County Attorney

BY:   
for Mark H. Luttrell, Jr., Mayor

CHICKASAW BASIN AUTHORITY

BY:   
Thomas E. Needham

TITLE: Executive Director \_\_\_\_\_



# Shelby County Government

MARK H. LUTTRELL, JR.  
MAYOR

October 20, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

RE: Intent to Participate

Dear Mr. Copeland:

This letter is to confirm the mutual intent of both Shelby County and Chickasaw Basin Authority to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application.

The Chickasaw Basin Authority was created as a State of Tennessee Agency as the Regional Development Authority for the Chickasaw Basin in Tennessee. The Chickasaw Basin Authority develops flood control projects in the Loosahatchie and Wolf Rivers and Nonconnah Creek watersheds. The Authority owns and operates the North Fork Creek dam which provides flood control of the North Fork Creek which flows into Big Creek in Millington. The authority is authorized by the State of Tennessee by TCA 64-1-201. Chickasaw Basin Authority will maintain new levees developed through funding received by Shelby County Government.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the CBA Board of Directors and executed by the Chairman before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Thomas E. Needham, P.E.  
Chickasaw Basin Authority  
Executive Director

Appendix D

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
COMMUNITY DEVELOPMENT COUNCIL OF GREATER MEMPHIS  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 22 day of October, 2015 by and between Shelby County Government (herein called the "Applicant") and Community Development Council of Greater Memphis (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Public awareness and outreach for the regional resilience plan activity of the "Greenprint for Resilience: Making Room for the River" Project.

## **B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

1. Public awareness and outreach within 24 months of the appropriation of the regional resilience plan funding.

## **C. Staffing**

Consultant's key staff personnel for this project are:

1. Emily Trenholm, executive director
2. John Paul Shaffer, program manager
3. Essence Jackson, program coordinator
4. Lisa Everheart, program assistant

## **III. BUDGET**

1. The total budget for public awareness and outreach for the Project is \$100,000.
2. The final contract amount for public awareness and outreach for each partner will be contingent on the amount awarded by HUD.
3. The Applicant may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

## **III. SPECIAL CONDITIONS**

All contracts are subject to approval pursuant to Shelby County Policies and Procedures.

## **IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.



**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

BY:   
Contract Administrator/  
Assistant County Attorney

BY:   
for Mark H. Luttrell, Jr. Mayor

**COMMUNITY DEVELOPMENT COUNCIL OF GREATER MEMPHIS**

BY: Emily Trenholm

TITLE: Executive Director



October 13, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

Dear Mr. Copeland:

RE: Intent to Participate

This letter is to confirm the mutual intent of both Shelby County and Community Development Council of Greater Memphis to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application.

Community Development Council of Greater Memphis will provide public awareness and community outreach services required for the regional resilience plan activity or portion of the activity which Shelby County assigns to the Consultant for implementation.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the Shelby County Commission and executed by the Mayor of Shelby County before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink that reads 'Emily Trenholm'.

Emily Trenholm  
Executive Director

Community Development Council of Greater Memphis, Inc.  
1548 Poplar Avenue, Memphis, TN 38104  
(901) 725-0460 phone (901) 729-2933 fax

Appendix D

**PARTNERSHIP AGREEMENT  
BETWEEN SHELBY COUNTY GOVERNMENT  
AND  
UNIVERSITY OF MEMPHIS  
through its Center for Applied Earth Science and Engineering Research  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 26<sup>th</sup> day of OCTOBER, 2015 by and between Shelby County Government (herein called the "Applicant") and University of Memphis Center for Applied Earth Science and Engineering Research (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and may require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

GIS and mapping activities associated with the regional resilience plan activity of the "Greenprint for Resilience: Making Room for the River" Project.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

1. GIS and mapping activities within 24 months of the appropriation of funding for the regional resilience plan activity and upon execution of a written sub-recipient agreement.

**C. Staffing**

Consultant's key staff personnel for this project are: Dr. Brian Waldron. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant.

**III. BUDGET**

1. The total budget for the regional resilience plan activity for the Project is \$2,100,000, a portion of which is dedicated to GIS and mapping.
2. The final contract amount for GIS and mapping activities for each partner will be contingent on the amount awarded by HUD.
3. Upon notification of the award, the Applicant may require a detailed budget breakdown for the Partner's apportioned award amount. The Partner shall provide budget information in a timely fashion in the form and content prescribed and requested by the Applicant at time of award. Any amendments to the budget must be approved in writing by both the Applicant and the Partner.

**III. SPECIAL CONDITIONS**

All contracts for GIS and mapping may be subject to approval pursuant to Shelby County Policies and Procedures.

**IV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VI. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of laws.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

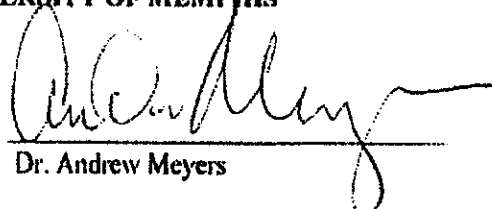
**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

BY:   
Contract Administrator/  
Assistant County Attorney

BY:   
for Mark H. Luttrell, Jr., Mayor

**UNIVERSITY OF MEMPHIS**

BY:   
Dr. Andrew Meyers

TITLE: Interim Vice President for Research

DATE: October 22, 2015



Research Support Services

315 Administration Bldg  
Memphis, Tennessee 38152-3370

Office: 901.678.2533

[www.memphis.edu](http://www.memphis.edu)

October 21, 2015

Richard S. Copeland  
Director  
Memphis and Shelby County Division of Planning and Development  
125 North Main, Suite 468  
Memphis, TN 38103

Dear Mr. Copeland:

RE: Intent to Participate

This letter is to confirm the mutual intent of both Shelby County and University of Memphis Center for Applied Earth Science and Engineering Research to collaborate and enter into an agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR) and the approval of the Shelby County Commission, to carry out eligible activities in the "Greenprint for Resilience: Making Room for the River" project submitted in the CDBG-NDR application.

University of Memphis Center for Applied Earth Science and Engineering Research will provide GIS and mapping activities associated with the regional resilience plan activity or other assignment provided by Shelby County Government.

It is understood that this letter is only an expression of our intent and a contract detailing the terms and conditions of the proposed partnership must be approved by the Shelby County Commission and executed by the Mayor of Shelby County before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Dr. Andrew Meyers,

Interim Vice President for Research