consideration. For breach or violation, of this warranty, the Grantor will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

6. During all phases of the work and services to be provided hereunder, the City agrees to permit duly authorized agents and employees of the Grantor to enter the City offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The City shall maintain documentation for all changes against the Grantor under this Agreement. The books, records and documents of the City's, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Grantor or their duly appointed representatives

7. The Grantor may terminate the Agreement upon thirty (30) days written notice by the Grantor of the City's failure to provide the services specified under this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the City shall be entitled to receive compensation for any satisfactory work performed as of the termination date.

8. The City certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at it's expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. The City is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement the City agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the County of the Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the County of the State of Tennessee located in Shelby County, Tennessee.

9. The City agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation, in, or be denied benefits to or be otherwise subject to discrimination in the performance of this Agreement, or in the employment practices of the City. The City shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

FEDERAL REQUIREMENTS

1. If federal funds are used to procure goods, materials or services, the City shall comply with all federal regulations in the performance of its duties under this Agreement, including the federal procuring requirements set forth in Title 41 of the Code of Federal Regulations, Subpart 1-15.2 through Subpart 15.8 relative to public Agreements and property management.

2. The City certifies to the best of its knowledge and belief that:

   No federally appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency,

or a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant; the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the City shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Grantor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontractors, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

3. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

4. This Agreement maybe modified or amended, only if amendment is made in writing and signed by both parties.

5. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision bad not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid and enforceable.

6. The City shall perform upon the request of the Grantor any or all of the scope of services, as well, as any or all of the general responsibilities, as well as submit to the Grantor's limitations and liabilities, under the State of Tennessee Multi-Services Grant Agreement, the entirety of which is incorporated herein by reference as stated verbatim. It is understood and agreed between the parties that should any of the terms or conditions of this Agreement or its amendments conflict with terms and conditions of the Multi-Services Grant Agreement or its amendments the terms and conditions of the Multi-Services Agreement and its amendment shall control.

7. The City agrees that it will maintain a drug free workplace in accordance with the requirements of 28 CFR Part 67, and shall administer a policy for drug and alcohol free facilities.

8. The City agrees that no funds will be used directly or indirectly to award Agreements to, employ, or engage the services of any Agreement or during any period of debarment, suspension, or placement in ineligibility status under the provisions of 28 CFR Part 67.

9. In accordance with requirements set forth in 28 CFR Parts 66 and 70, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by the City for at least three (3) years following the closure of their most recent audit

report. The three-year retention period starts when the single audit report covering the grant period is submitted.

10. The City gives the right of access to their records for the review to any federal, state, and/or local representative of the bureau of Justice Assistance.

SANCTIONS

The Grantor may perform one or both of the following actions if the City fails to comply with terms and conditions of this Agreement.

1. Temporarily withhold reimbursement payments pending the correction(s) of monitor or audit findings.
2. Withhold future awards for the project or agency.

TERMINATION

The Grantor may terminate this Agreement in whole in accordance with 28 CFR 70.61, when the City materially fails to comply with the terms and conditions of this agreement. The Grantor shall provide the City in writing a notice of termination. In the event the Grantor terminates this Agreement, the Grantor will reimburse the City the full amount of the funds received from the City. The City will be subject to the same requirements regarding audit, recordkeeping, and. submission of reports for the duration of the Agreement period.

IN WITNESS WHEREOF, the parties below acknowledge this agreement on the date first written above.

Dr. Willie W. Herenton
Mayor, City of Memphis

William L. Gibbons
District Attorney General

Larry A. Godwin
Director, Police Services

AC Wharton
Mayor, Shelby County

APPROVED AS TO FORM:

Sara Hall
City Attorney, City of Memphis

APPROVED AS TO FORM AND LEGALITY:

Assistant Contract Administrator/
Assistant County Attorney

ATTEST:

Comptroller/Deputy Comptroller

ATTACHMENT A

PSN Project Budget
October 1, 2006 – September 30, 2008

Overtime	$54,854.60
Entry Equipment	$6,500.00
Surveillance Equipment	$11,500.00
Crime Scene Documentation	$1,750.00
Office Equipment	$2,895.40
Office Supplies	$1,000.00
Total	**$78,500.00**

22699

LETTER OF AGREEMENT
BETWEEN
SHELBY COUNTY DISTRICT ATTORNEY GENERAL'S OFFICE
AND
CITY OF MEMPHIS, TENNESSEE

THIS AGREEMENT, made and entered into by and between the City of Memphis, Tennessee, acting through the Memphis Police Department, with principal offices at 201 Poplar, 12-00, Memphis, Tennessee 38103, as party of the first part, hereinafter called "City" or "Grantee," and the Shelby County District Attorney General's Office, with principal offices located at 201 Poplar Avenue, Suite 301, Memphis, TN 38 103, as party of the second part, hereinafter called the "Grantor."

WITNESSETH:

WHEREAS, the Grantor has received $213,382.00 from the Department of Justice to be used for activities eligible under the Shelby County Anti-Gang Initiative; and

WHEREAS, the City of Memphis Police Department on behalf of the Project Safe Neighborhood Unit, hereinafter called the PSN Unit, is a sub-recipient and has been awarded $78,500.00 from the Grantor for overtime and equipment; and

WHEREAS, this activity has been determined to meet the criteria set forth under the Shelby County Anti-Gang Initiative; and

NOW THEREFORE, premises considered, the parties of this Agreement for consideration set forth below, do here and now agree and bind themselves to the following terms and conditions:

PROJECT DESCRIPTION

The PSN Unit reviews each arrest where a person is arrested with a firearm. The objective is to learn if the person has ever been convicted of a felony crime anywhere in the United States. If the arrested person is a convicted felon, a packet is prepared containing extensive background information about the person. The packet is presented to a representative of the United States Attorney's Office (USA) and to the Shelby County District Attorney's Office (SCDA). This is done at a scheduled weekly meeting. A decision is made whether or not this case will be accepted into the PSN initiative. If accepted, the case may be prosecuted directly in federal court or the SCDA can make an offer in state court that, if accepted, will result in the USA declining prosecution. If the person refuses to plead to the offer, the case is dismissed by the SCDA and the USA indicts the person. The PSN Unit currently reviews arrests in Memphis, Bartlett, Millington, Germantown, Collierville and Shelby County.

The PSN Unit also investigates cases that involve persons that buy or supply firearms to convicted felons. The unit investigates reports where charges could later be filed against a person suspected of possessing firearms as a convicted felon. They work very closely with Alcohol, Tobacco, and Firearms (ATF) and the Tennessee Bureau of Investigation (TBI). The unit attempts to identify firearm suppliers that are acting illegally. It actively works with informants

in an attempt to reach its goal of reducing illegal firearms on the streets of Shelby County, Tennessee.

TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2006, and end on September 30, 2008, unless otherwise extended in writing by both parties. Only eligible expenses incurred during this period or any extension shall be reimbursed. The last date to submit expenses for reimbursement shall be October 31, 2008, or any date otherwise agreed upon in a written extension. All costs will be paid on a reimbursement basis.

BUDGET

The Grantor shall provide up to $78,500.00 in funds to the City for eligible expenses as set forth in Attachment A. Any revision of the budget, as set forth in Attachment A, whether in the budget amount or the use of funds, is subject to prior written approval by the Grantor.

CITY REQUIREMENTS

1. The City shall submit a reimbursement request once a month for expenses incurred in each budget category as outlined per the attached Budget Summary (Attachment A). Only expenses delineated in each budget category are allowable.
2. With written prior approval by the Grantor, the City may make budgetary revisions consistent with program needs as long as total funding remains unaffected. Reimbursement is only allowed for the cost of procuring goods, materials, supplies, equipment or travel when such procurement is made on a competitive basis, where applicable, including the use of competitive bidding procedures.
3. The City agrees to be responsible for the accountability of equipment purchased with funds provided under this Agreement, in which the Grantor retains an interest, as described below:
    a. The City shall identify all equipment purchased in its reimbursement request.
    b. The City shall maintain accounting records for all equipment purchased to include the following:
        i. Equipment Description
        ii. Date of Purchase
        iii. Equipment Costs
        iv. Location
    c. The City shall take legal title to all equipment purchased, subject to the Grantors equitable interest therein, to the extent that it is prorated, based upon the Grantor's contribution to the purchase price, and to the extent that such is permitted pursuant to the Department of Justice Grant.
    d. The City shall request written approval from the Grantor for any proposed disposition of equipment.
    e. The City shall notify the Grantor, in writing, of any equipment loss describing reason(s) for the loss.
    f. Upon termination of funding where a further contractual relationship is not entered into, all equipment shall be disposed of in one of the following ways:

i. Equipment may be returned to the Grantor or transferred to any party designated by the Grantor by refunding to the City the prorated amount of the residual value based price, or

ii. Equipment may be retained, by the City through an agreement whereby the Grantor maintains control over the jurisdiction, utilization, and final dispositions of equipment; or

iii. In such other manner as parties may agree to from among alternatives approved by the Grantor.

g. Should the equipment be destroyed, lost or stolen, the City shall be responsible to the Grantor for the prorated amount of the residual value at the time of loss based upon the Grantor's original contribution to the purchase price. If there is any stolen equipment, a copy of a police report must be submitted to the Shelby County District Attorney General's Office at 201 Poplar Avenue, Suite 301 Memphis, Tennessee 38103.

h. The Grantor shall reimburse the City on a monthly basis in the amounts stipulated in the attached Budget Summary (Attachment A). The Grantor shall not be liable for any expenses incurred by the City in excess of those stipulated in each budget category contained in the proposal. Compensation to the City for travel, meals, and/or lodging within the scope of service for this Agreement shall be in the amount of actual costs to the City, subject to the maximum amounts and all limitations specified in the City's Travel Regulation, as this may from time to time be amended.

STANDARD TERMS AND CONDITIONS

1. The City shall maintain confidential client records documenting services provided and progress made of all clients in the program. All information obtained on clients in the program shall be confidential and shall be shared professionally only with the authorization of the client's representative. The City shall provide complete access to said records to the Grantor's' personnel who are authorized by the Grantor to receive confidential information.

2. The City agrees to submit documentation, budget revisions and other information which shows that funds are being utilized solely for the purpose of maintaining the operations of the Project Safe Neighborhood Unit as outlined by the Memphis Police Department.

3. The City shall not assign this Agreement or enter into a sub-grant or sub-contractual agreement for any of the services performed under this Agreement without obtaining the prior written approval by the Grantor.

4. The City covenants that it 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 its services. The City warrants that no part of the total Agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the Memphis Police Department as wages, compensation or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to the City in connection to any work contemplated or performed relative to this Agreement.

5. The City warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the City to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the City, any fee, commission, percentage, brokerage fee, gift or other

consideration. For breach or violation, of this warranty, the Grantor will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

6. During all phases of the work and services to be provided hereunder, the City agrees to permit duly authorized agents and employees of the Grantor to enter the City offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The City shall maintain documentation for all changes against the Grantor under this Agreement. The books, records and documents of the City's, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Grantor or their duly appointed representatives

7. The Grantor may terminate the Agreement upon thirty (30) days written notice by the Grantor of the City's failure to provide the services specified under this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the City shall be entitled to receive compensation for any satisfactory work performed as of the termination date.

8. The City certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at it's expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. The City is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement the City agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the County of the Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the County of the State of Tennessee located in Shelby County, Tennessee.

9. The City agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation, in, or be denied benefits to or be otherwise subject to discrimination in the performance of this Agreement, or in the employment practices of the City. The City shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

FEDERAL REQUIREMENTS

1. If federal funds are used to procure goods, materials or services, the City shall comply with all federal regulations in the performance of its duties under this Agreement, including the federal procuring requirements set forth in Title 41 of the Code of Federal Regulations, Subpart 1-15.2 through Subpart 15.8 relative to public Agreements and property management.

2. The City certifies to the best of its knowledge and belief that:

   No federally appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency,

or a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant; the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the City shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Grantor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontractors, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

3. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

4. This Agreement maybe modified or amended, only if amendment is made in writing and signed by both parties.

5. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision bad not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid and enforceable.

6. The City shall perform upon the request of the Grantor any or all of the scope of services, as well, as any or all of the general responsibilities, as well as submit to the Grantor's limitations and liabilities, under the State of Tennessee Multi-Services Grant Agreement, the entirety of which is incorporated herein by reference as stated verbatim. It is understood and agreed between the parties that should any of the terms or conditions of this Agreement or its amendments conflict with terms and conditions of the Multi-Services Grant Agreement or its amendments the terms and conditions of the Multi-Services Agreement and its amendment shall control.

7. The City agrees that it will maintain a drug free workplace in accordance with the requirements of 28 CFR Part 67, and shall administer a policy for drug and alcohol free facilities.

8. The City agrees that no funds will be used directly or indirectly to award Agreements to, employ, or engage the services of any Agreement or during any period of debarment, suspension, or placement in ineligibility status under the provisions of 28 CFR Part 67.

9. In accordance with requirements set forth in 28 CFR Parts 66 and 70, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by the City for at least three (3) years following the closure of their most recent audit

report. The three-year retention period starts when the single audit report covering the grant period is submitted.

10. The City gives the right of access to their records for the review to any federal, state, and/or local representative of the bureau of Justice Assistance.

SANCTIONS

The Grantor may perform one or both of the following actions if the City fails to comply with terms and conditions of this Agreement.

1. Temporarily withhold reimbursement payments pending the correction(s) of monitor or audit findings.
2. Withhold future awards for the project or agency.

TERMINATION

The Grantor may terminate this Agreement in whole in accordance with 28 CFR 70.61, when the City materially fails to comply with the terms and conditions of this agreement. The Grantor shall provide the City in writing a notice of termination. In the event the Grantor terminates this Agreement, the Grantor will reimburse the City the full amount of the funds received from the City. The City will be subject to the same requirements regarding audit, recordkeeping, and. submission of reports for the duration of the Agreement period.

IN WITNESS WHEREOF, the parties below acknowledge this agreement on the date first written above.

Dr. Willie W. Herenton
Mayor, City of Memphis

William L. Gibbons
District Attorney General

Larry A. Godwin
Director, Police Services

AC Wharton
Mayor, Shelby County

APPROVED AS TO FORM:

Sara Hall
City Attorney, City of Memphis

APPROVED AS TO FORM AND LEGALITY:

Assistant Contract Administrator/
Assistant County Attorney

ATTEST:

Comptroller/Deputy Comptroller

ATTACHMENT A

PSN Project Budget
October 1, 2006 – September 30, 2008

Overtime	$54,854.60
Entry Equipment	$6,500.00
Surveillance Equipment	$11,500.00
Crime Scene Documentation	$1,750.00
Office Equipment	$2,895.40
Office Supplies	$1,000.00
Total	**$78,500.00**