

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, CITY OF ROSSVILLE, AND UTILITY PLANNING NETWORK FOR PROFESSIONAL SERVICES RELATED TO THIRD PARTY BILLING VENDOR CONVERSION, TRANSITION, AND IMPLEMENTATION, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS (\$174,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator of the Department of Public Works to enter into an agreement between the City of Chattanooga, Hamilton County, City of Rossville, and Utility Planning Network for professional services related to third party billing vendor conversion, transition, and implementation, for an amount not to exceed \$174,000.00.

ADOPTED: _____, 2012.

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: 8-31-2012

Preparer: Jerry W. Stewart, P.E.

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # _____

A City Council resolution is requested authorizing the Administrator of Public Works to enter into an agreement between the City of Chattanooga, a municipality of the State of Tennessee (hereafter "Chattanooga"), the Hamilton County Water & Wastewater Treatment Authority (hereafter "WWTA"), and the City of Rossville, Georgia, a municipal corporation, located in Walker County Georgia, organized and existing under the alws of the State of Georgia (hereafter "Rossville") (hereafter referred to collectively as the "Customer Group") and Utility Planning Network, (hereafter "UPN") for professional services related to third party billing vendor conversion, transition and implementation. The Scope of Services of this project shall include implementation advisory services for the Customer Group during the Third Party Billing Vendor Conversion, Transition, and Implementation. This agreement will not exceed one hundred seventy-four thousand dollars (\$174,000.00).

Name of Vendor/Contractor/Grant, etc.	<u>Utility Planning Network</u>	New Contract/Project? (Yes or No) <u>yes</u>
Annually Estimated Total project cost \$	<u>\$174,000.00</u>	Funds Budgeted? (YES or NO) <u>yes</u>
Total City of Chattanooga Portion \$	<u>123,405.00</u>	Provide Fund <u>6010</u>
Annually Estimated City Amount Funded \$	_____	Provide Cost Center <u>K30101</u>
New City Funding Required \$	_____	Proposed Funding Source if not budgeted _____
City's Match Percentage %	_____	Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
_____	_____
_____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Compensation by the Customer Group to UPN shall not exceed 1200 hours at \$145/hour plus expenses as incurred.
City of Chattanooga's portion based on 50,000 customers is \$123,405.00. WWTA and Rossville to fund remainder balance, based on their customer portion.

Approved by: 

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**AGREEMENT
THIRD PARTY BILLING AND COLLECTIONS**

THIS AGREEMENT made and entered into this ___ day of August, 2012 by and between the CITY OF CHATTANOOGA, TENNESSEE, a municipality of the state of Tennessee (hereinafter "Chattanooga"), the HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY (hereinafter "WWTA"), and THE CITY OF ROSSVILLE, GEORGIA, a municipal corporation, located in Walker County, Georgia, organized and existing under the laws of the State of Georgia (hereinafter "Rossville") (hereinafter referred to collectively as the "Customer Group") and Utility Planning Network, (hereinafter "UPN") for professional services related to third party billing vendor conversion, transition and implementation. The Scope of Services of this project shall include implementation advisory services for the Customer Group during the Third Party Billing Vendor Conversion, Transition, and Implementation. The Parties agree as follows:

COMPENSATION TO UPN

- I. UPN shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement. The professional services to be provided under this Agreement will be administered and coordinated by the Customer Group.

- II. The Customer Group shall compensate the UPN in accordance with the Terms and Conditions of this Agreement.
 - A. FOR BASIC SERVICES, as described in Article 1-1 of the Terms and Conditions, Basic Compensation (including Reimbursable Expenses) shall not exceed 1200 hours at \$145/hour plus expenses as incurred.

 - B. FOR ADDITIONAL SERVICES, as described in Article 1-2 of the Terms and Conditions, if required, Compensation shall be authorized in writing by the Customer Group.

 - C. ADDITIONAL REIMBURSABLE EXPENSES, amounts expended as defined in Article 1-3 of the Terms and Conditions, if required, Compensation shall be authorized in writing by the Customer Group.

- III. The Customer Group and UPN agree in accordance with the Terms and Conditions of this Agreement that:
 - A. Sections 1-1-1 to 1-1-2 of the BASIC SERVICES covered by this Agreement shall be completed within six (6) months.

 - B. If the scope of services is changed in writing by the Customer Group, the compensation shall be calculated in accordance with paragraph II (B) above.,

UPN

**TERMS AND CONDITIONS OF AGREEMENT
BETWEEN CUSTOMER GROUP AND UPN**

**ARTICLE 1
TERMS AND CONDITIONS**

1-1 TERMS AND CONDITIONS

1-1-1 The basic services described herein shall apply to advisory services for implementation of a new billing and collections system by a Third Party Billing Vendor.

1-1-2 The Scope of Services shall include: implementation advisory services during Conversion and Transition of a new billing and collections system by a Third Party Billing Vendor.

- UPN will provide professional assistance and guidance during the Transition and Conversion requirements with all applicable staff of the Customer Group and the Third Party Billing Vendor: This will include, but is not limited to: Technical Requirements, Customer Service and Management, Account Management, Premise Management, Rates, Financial Management, Cash Receipts, Collections, Billing, Interfacing, Reporting, Service/Work Orders and any Special Requirements.
- UPN will review and advise the Customer Group in regards to any work on shutoff and data agreements with Tennessee American Water.
- UPN will review and advise the Customer Group in regards to any negotiations and coordination with Tennessee American Water.
- UPN will use their expertise in crafting answers in conjunction with the Customer Group regarding contract negotiations.
- UPN will provide strategy and negotiation points for the Third Party Billing Vendor contract.
- UPN will coordinate visits, conference call, and meetings of Third Party Billing Vendor and the Customer Group after final contract is signed by all parties.

1-2 ADDITIONAL SERVICES

1-2-1 Additional services shall be provided, if required, when authorized in writing by the Customer Group provided that any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted practices.

1-3 REIMBURSABLE EXPENSES

- 1-3-1 Reimbursable expenses, if required, are in addition to the compensation for Basic and include actual expenditures by the UPN, employees, or professional consultants in the interest of the Project for the expenses listed in the following sub-paragraphs:
- 1-3-2 Expenses associated with travel, which includes transportation (rental cars as needed, air travel as needed, etc), lodging and meals shall be invoiced at cost multiplied by 1.15.
- 1-3-3 UPN will be paid for mileage at the rate of \$.55 per mile.

**ARTICLE 2
THE CUSTOMER GROUP'S RESPONSIBILITY**

2-1 THE CUSTOMER GROUP'S RESPONSIBILITY

- 2-1-1 The Customer Group shall provide full information regarding its requirements and the Customer Group's requirement for the project, including all information provided by Tennessee American Water.
- 2-1-2 The Customer Group shall designate, when necessary, representatives authorized to act in their behalf, who shall examine documents submitted by the Tennessee American Water and/or the Third Party Billing Vendor and shall render decisions in writing pertaining thereto promptly to avoid unreasonable delay in the progress of the UPN's work.
- 2-1-3 The Customer Group shall provide personnel familiar with keying and security or access to the project data to UPN throughout the project. The designated person will be available to UPN during normal hours.

**ARTICLE 3
PAYMENTS TO THE UPN FOR BASIC SERVICES**

3-1 PAYMENTS FOR BASIC SERVICES

- 3-1-1 Payments to UPN shall be made monthly based upon the hours worked or the percent completed during that period. Reimbursable expenses shall be paid monthly on actual expenses incurred. UPN shall submit invoices for work accomplished and an itemized expense sheet for reimbursables.
- 3-1-2 No deduction shall be made from UPN's Compensation on account of penalties, liquidated damages, or other sums withheld that are no fault of UPN.
- 3-1-3 The Customer Group will not be responsible for additional costs resulting from Tennessee American Water errors, omissions, or failure to submit applicable data.

**ARTICLE 4
RECORDS AND AUDIT CLAUSE**

4-1 RECORDS AND AUDIT CLAUSE

- 4-1-1 The Customer Group or its assign may audit all financial and related records (including digital) associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by UPN. The Customer Group may further audit any UPN records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the Agreement) or to identify conflicts of interest.
- 4-1-2 UPN shall at all times during the term of the Agreement and for a period of five (5) years after the end of this Agreement, keep and maintain all records auditable pursuant to this Agreement. All such records shall be maintained in accordance with best business practices and financial records shall be maintained in accordance with accounting principles consistently applied. UPN shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by The Customer Group during normal business hours with at least forty-eight (48) business hours advanced written notice.
- 4-1-3 UPN agrees to cooperate fully with any audit which is conducted by the Customer Group or its assign, including the provision of files in electronic format if requested by the Customer Group.
- 4-1-4 The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between UPN and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of UPN's obligations to The Customer Group.
- 4-1-5 Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by The Customer Group unless the audit identifies significant findings that would benefit The Customer Group. UPN shall reimburse The Customer Group for the total costs of an audit that shows that The Customer Group has overpaid UPN by more than 5%. The Customer Group shall not retain any third party auditor whose compensation is based, in whole or in part, on discovery of facts that would benefit The Customer Group.
- 4-1-6 This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which The Customer Group may have by Federal, State, Municipal, or Administrative law, whether those rights, powers, or obligations are express or implied.

**ARTICLE 5
TERMINATION OF AGREEMENT**

5-1 TERMINATION OF AGREEMENT

5-1-1 This Agreement may be terminated by either party upon seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

5-1-2 In the event of a termination, UPN shall be paid compensation for services performed to termination date, including Reimbursable Expenses then due.

5-1-3 Notices under this Agreement shall be mailed to the following:

Ed Watt, Chair "or his successor in office"
Hamilton County Water & Wastewater Treatment Authority
Development Resource Center
1250 Market Street, Suite 3050
Chattanooga, TN 37402-2713

Office of City Attorney
City of Chattanooga
100 E. 11th Street, suite 200
Chattanooga, TN 37402

Name
City of Rossville
Address
Rossville, GA Zip-Code

Utility Planning Network (c/o John Hoggard)
4279 Roswell Rd NE STE 102-168
Atlanta, GA 30342

**ARTICLE 6
NON-DISCRIMINATION**

6-1 NON-DISCRIMINATION

- 6-1-1 Except to the extent permitted by Federal Laws and Regulations for a bona fide occupational qualification, UPN agrees as follows:
- 6-1-2 UPN will not discriminate against any employee or applicant for employment because of race, creed, color, handicap, national origin, sex, or age. UPN will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, creed, color, handicap, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or any other forms of compensation and selection for training. UPN shall, upon request, show proof of such non-discrimination, and shall post notices of non-discrimination in conspicuous places available to all employees and applicants.
- 6-1-3 UPN will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, handicap, national origin, sex, or age. The words "equal opportunity employer" in all advertisements shall constitute compliance with this section.
- 6-1-4 UPN will include the provisions of the foregoing paragraphs 1 and 2, in every sub-contract or purchase order for goods or services which are subject matter of this Agreement. In the event of noncompliance by the UPN, with any of the nondiscrimination provisions of the Agreement, the Customer Group shall have the right, at his option, to cancel the Agreement in whole or in part.

**ARTICLE 7
EXTENT OF AGREEMENT**

7-1 EXTENT OF AGREEMENT

- 7-1-1 This Agreement represents the entire and integrated Agreement between the Customer Group and UPN and supersedes all prior negotiations or Agreements, either written, or oral. This Agreement may be amended only by written instrument signed by both the Customer Group and UPN.

**ARTICLE 8
GOVERNING LAW**

8-1 GOVERNING LAW

- 8-1-1 Unless otherwise specified, this Agreement shall be governed by the laws of Hamilton County and the State of Tennessee. Any dispute arising hereunder shall be filed in Hamilton County.

**ARTICLE 9
INDEMNITY AND INSURANCE**

9-1 INDEMNITY AND INSURANCE

- 9-1-1 UPN shall acquire and maintain: Workers' Compensation Insurance coverage at statutory limits; Comprehensive General Liability- \$1 Million Single Limit minimum for bodily injury, property damage, and completed operations; and Professional Liability - \$1 Million Single Limit minimum.
- 9-1-2 UPN shall indemnify and hold harmless the Customer Group and its agents and employees from claims, damages, losses, and expenses arising out of or resulting from the performance of UPN's Services as specified in Article 1 - UPN's Services and such Additional Services as may be included in this agreement by mutual consent and agreement between the Customer Group and UPN, provided that such claim, damage, loss, or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused by any negligent act, error, or omission of the engineer, its agent or anyone directly or indirectly employed by the UPN.
- 9-1-3 The Customer Group acknowledges that the current schedule for conversion, transition and implementing a billing system is condensed in a shorter amount of time than would normally be allotted for implementation to a Third Party Billing Vendor. The Customer Group shall indemnify and hold harmless UPN from any liability (to The Customer Group or to the Third Party Billing Vendor) except liability for UPN's own negligence. Customer Group understands that UPN is offering suggested technology assessment and implementation methodologies, and shall hold harmless from any liability (to the Customer Group or to the Third Party Billing Vendor) for resulting from any changes in UPN methodologies that Customer Group requests and implements. Customer Group agrees to be fully engaged in the Third Party Billing Vendor Conversion, Transition, and implementation.
- 9-1-4 Third Party Billing Vendor Conversion and Transition Project (including but not limited to participation by all appropriate Customer Group staff representatives in the review and implementation) and understands that the final Third Party Billing Vendor Conversion, Transition, and implementation and/or strategy decision is made by the Customer Group, not UPN. In addition, Customer Group agrees that one staff member from Customer Group will be assigned a dedicated role. Customer Group agrees that the assigned staff members will be empowered by Customer Group with the necessary time, authority and resources to make the Third Party Billing Vendor Conversion and Transition implementation project a success.
- 9-1-5 In no event shall UPN be liable to Customer Group or any third party for any consequential, indirect, special, punitive, or incidental damages, whether

foreseeable or unforeseeable arising out of or related to the subject matter of this Agreement . Nor shall UPN's aggregate liability to Customer Group and any third party based on, arising out of, or related to this Agreement exceed the aggregate amount of fees actually paid to and received by UPN hereunder.

ARTICLE 10
PROFESSIONAL LIABILITY INSURANCE

10-1 PROFESSIONAL LIABILITY INSURANCE

- 10-1-1 Prior to the execution of the Agreement and during the entire period of UPN's responsibility under the Agreement, UPN shall maintain Professional Liability Insurance (errors and omissions insurance) not less than \$1,000,000.
- 10-1-2 UPN shall file with the Customer Group a certificate from an insurance company authorized to do business in the State of Tennessee showing issuance of Professional Liability Insurance as provided herein.
- 10-1-3 The certificate shall bear an endorsement that the insurance company will endeavor to mail written notice to the certificate holder within 30 days should any of the policies be cancelled prior to the expiration date of the policy. Written notice shall be sent certified mail with return receipt to the addresses listed in Section 5-1-3 of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, the day and year first above written.

THE CUSTOMER GROUP:

THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY

By: _____

Date: _____

Attest: _____

Resolution No.: _____

THE CITY OF CHATTANOOGA, TENNESSEE

By: _____

Date: _____

Attest: _____

Resolution No.: _____

THE CITY OF ROSSVILLE, GEORGIA

By: _____

Date: _____

Attest: _____

Resolution No.: _____

UTILITY PLANNING NETWORK

By: _____

Date: _____

Attest: _____