

12/4/12

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE GANG TASK FORCE COORDINATOR TO EXECUTE TWO (2) PERSONAL SERVICES CONTRACTS FOR ONE (1) FULL-TIME OUTREACH WORKER AND ONE (1) PART-TIME VIOLENCE INTERRUPTER/OUTREACH WORKER TO BE HIRED AS TEMPORARY EMPLOYEES DURING THE PILOT PHASE OF IMPLEMENTATION OF THE COMPREHENSIVE GANG MODEL'S INTERVENTION TEAMS, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, that it is hereby authorizing the Gang Task Force Coordinator to execute two (2) personal services contracts for one (1) full-time outreach worker and one (1) part-time violence interrupter/outreach worker to be hired as temporary employees during the pilot phase of implementation of the Comprehensive Gang Model's Intervention Teams, in the amount of \$25,000.00.

ADOPTED: \_\_\_\_\_, 2012

/mms

# City of Chattanooga



## Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date Prepared: 11/16/2012

Preparer: Boyd Patterson

Department: Mayor's Office/Gang Task Force

### Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): \_\_\_\_\_

The Gang Task Force requests two personal services contracts for one full-time Outreach Worker and one part-time Violence Interrupter/Outreach Worker to be hired as a temporary employees during the pilot phase of implementation of the Comprehensive Gang Model's Intervention Teams. No new funds are being requested for these positions. Previously budgeted funds will be reallocated to cover the costs of these positions. Both positions will be paid at \$14.50/hour with no benefits being provided by the City of Chattanooga. This request would cover these temporary employees from January 1, 2013 until June 30, 2013.

Name of Vendor/Contractor/Grant, etc.	TBD
Total project cost \$	25,000
Total City of Chattanooga Portion \$	25,000
City Amount Funded \$	25,000
New City Funding Required \$	0
City's Match Percentage %	0%

New Contract/Project? (Yes or No)	_____
Funds Budgeted? (YES or NO)	_____
Provide Fund	_____
Provide Cost Center	_____
Proposed Funding Source if not budgeted	_____
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)

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

City of Chattanooga

PERSONAL SERVICES CONTRACT

THIS CONTRACT, by and between the CITY OF CHATTANOOGA (hereinafter referred to as "City") and \_\_\_\_\_ (hereinafter referred to the "Contractor") is for services as an Intervention Team Outreach Worker with the City of Chattanooga, as further defined in the "Scope of Services" below.

NOW THEREFORE, City and the Contractor, in consideration of the mutual promises herein contained, have agreed, and do hereby enter into this Contract according to the provisions set out herein.

A. SCOPE OF SERVICES:

In accordance with the stipulations contained herein, the Contractor shall perform functions related to the Intervention Team activities and other duties as directed by the Administrator of the Gang Task Force.

B. PAYMENT TERMS AND CONDITIONS:

1. The Contractor shall be compensated for work done according to this work statement at the rate of \$1,190.40 bi-weekly.
2. Payment to the Contractor shall be made on a bi-weekly basis.
3. Total payment for services shall not exceed \$16,000.

C. TERMS:

This Contract shall be effective January 1, 2013 through June 30, 2013.

D. STANDARD TERMS AND CONDITIONS:

1. The City is not bound by this Contract until it is approved by the appropriate officials as indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The City may terminate the Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

4. If the Contractor fails to properly perform its obligations under this Contract or violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments excess of air compensation for completed services. The Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.
5. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, they shall contain, at a minimum, Paragraphs D.6 and D.8 of this Contract.
6. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Contractor. The Contractor 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.
7. The City shall have no liability except as specifically provided in the Contract.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of the Contract.

E. SPECIAL TERMS AND CONDITIONS:

Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their signatures.

CITY OF CHATTANOOGA, TENNESSEE  
DEPARTMENT OF GANG TASK FORCE

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name, Contractor

City of Chattanooga

PERSONAL SERVICES CONTRACT

THIS CONTRACT, by and between the CITY OF CHATTANOOGA (hereinafter referred to as "City") and \_\_\_\_\_ (hereinafter referred to the "Contractor") is for services as the Intervention Team Violence Interrupter with the City of Chattanooga, as further defined in the "Scope of Services" below.

NOW THEREFORE, City and the Contractor, in consideration of the mutual promises herein contained, have agreed, and do hereby enter into this Contract according to the provisions set out herein.

A. SCOPE OF SERVICES:

In accordance with the stipulations contained herein, the Contractor shall perform functions related to Intervention Team activities and other duties as directed by the Administrator of the Gang Task Force.

B. PAYMENT TERMS AND CONDITIONS:

1. The Contractor shall be compensated for work done according to this work statement at the rate of \$595.20 bi-weekly.
2. Payment to the Contractor shall be made on a bi-weekly basis.
3. Total payment for services shall not exceed \$6,650.

C. TERMS:

This Contract shall be effective February 1, 2013 through June 30, 2013.

D. STANDARD TERMS AND CONDITIONS:

1. The City is not bound by this Contract until it is approved by the appropriate officials as indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The City may terminate the Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

4. If the Contractor fails to properly perform its obligations under this Contract or violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments excess of air compensation for completed services. The Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.
5. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, they shall contain, at a minimum, Paragraphs D.6 and D.8 of this Contract.
6. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Contractor. The Contractor 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.
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8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of the Contract.

E. SPECIAL TERMS AND CONDITIONS:

Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their signatures.

CITY OF CHATTANOOGA, TENNESSEE  
DEPARTMENT OF GANG TASK FORCE

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name, Contractor