

12/11/12

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS AND RECREATION TO ENTER INTO A PERSONAL SERVICES AGREEMENT WITH LARRY RIDGE RELATIVE TO MAINTENANCE AND REPAIR SERVICES FOR THE COOLIDGE PARK CAROUSEL.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Parks and Recreation be and is hereby authorized to enter into a Personal Services Agreement with Larry Ridge relative to maintenance and repair services for the Coolidge Park Carousel.

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

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: November 21, 2012

Preparer: Wanda Eckstein

Department: Parks & Recreation

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

A Resolution is needed authorizing the Administrator of the Department of Parks and Recreation to enter into a Personal Services Agreement with Larry Ridge relative to maintenance and repair services for the Coolidge Park Carousel.

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

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

Revised: 1/26/09

## PERSONAL SERVICES AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and effective immediately by and between Larry Ridge (hereinafter called the "Contractor") and The City of Chattanooga, Tennessee (hereinafter called the "City"),

### WITNESSETH THAT:

**WHEREAS**, the City is interested in obtaining maintenance and repair services for its Carousel at Coolidge Park;

**WHEREAS**, the Contractor is knowledgeable and experienced in maintaining and repairing Carousels and

**WHEREAS**, the City desires to engage the Contractor to maintain and repair its Carousel at Coolidge Park.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the following services:

- Conduct periodic maintenance Inspections;
- Provide Minor and Major repairs to the artistic and wood components of the Carousel;
- Provide emergency services as required (one hour minimum charge);
- Keep maintenance records on each carousel component as required by the manager;
- Provide minor and major repairs as required to the band organ;
- Provide supervision of others performing maintenance work on the carousel should it be necessary, provide consultation services as requested;
- Make recommendations to the carousel management on items directly affecting the costs of providing maintenance related functions.

Contractor shall be paid Forty-five dollars (\$45.00) per hour for his services. Prior to performing major repairs (those necessitating more than 4 hours of work), including, but not limited to, the replacement of hand carved animals etc. prior written



authorization to proceed is required. All bills for services should be signed by the contractor and submitted within thirty (30) days after the work is provided to the Department of Parks, Recreation, 1102 South Watkins Street, Chattanooga, Tennessee, 37404.

Both the contractor and the City agree that the relationship created by this agreement is that of an independent contractor and not that of an employee and employer. Contractor is not an employee of the City of Chattanooga and is not entitled to any benefits afforded to City of Chattanooga employees, including but not limited to medical insurance. The contractor is responsible for the payment of any taxes, including, but not limited to, all federal and business income taxes, sales and use taxes, business taxes and license fees arising out of the activities of the contractor. The contractor is responsible to keep in force all necessary liability insurance and vehicle insurance with carriers that are satisfactory to the city.

Contractor shall hold the city harmless from all claims, demands and suits arising out of the performance of his services under this agreement and agreed that this is a personal services contract wherein the City is relying upon the ability and reputation of the contractor. No part of the contract shall be assigned or sublet except with the prior written consent of the City.

It is understood the City or its assign may audit all financial and related records (including digital) associated with the terms of this agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor. The City may further audit any Contractor records to conduct performance

audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest. The Contractor shall at all times during the term of the contract or agreement and for a period of five (5) years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. Documents shall be maintained by the Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

Either party may terminate this contract without notice in the event that there is a material breach of the terms and conditions of the contract and that breach causes immediate and irreparable injury to the party seeking to terminate the contract. Notwithstanding anything above to the contrary, the City is hereby given the option to terminate this agreement in the event the contractor shall, during the term hereof, become disabled because of ill health, physical or mental disability, or for other causes beyond his control and shall be unable to perform his duties for a period of thirty (30) consecutive days, or if during the term hereof, he shall be unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are

consecutive. In addition, either party may terminate this contract without cause upon giving the other party sixty (60) days written notice.

CITY OF CHATTANOOGA

CONTRACTOR

\_\_\_\_\_  
LAWRENCE ZEHNDER  
ADMINISTRATOR  
DEPARTMENT OF PARKS & RECREATION

\_\_\_\_\_  
LARRY RIDGE