

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HAMILTON COUNTY FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM TO PICK UP LITTER ALONG CITY RIGHTS-OF-WAY USING FIRST-TIME, NON-VIOLENT OFFENDERS, IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Mayor to enter into an agreement with Hamilton County for the Hamilton County Courts Community Service Program to pick up litter along City rights-of-way using first-time, non-violent offenders, in the amount of \$60,000.00.

ADOPTED: _____, 2013.

/mms

City of Chattanooga



Resolution Request Form

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

4/26/2013

Preparer: Lee Norris *[Signature]*

Department: F Public Works

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): _____

A City Council resolution is requested authorizing the Mayor to enter into an agreement with Hamilton County for the Hamilton County Courts Community Service Program to pick up litter along City rights-of-way using first-time, non-violent offenders.

Name of Vendor/Contractor/Grant, etc. _____
Total project cost \$ _____ 60,000
Total City of Chattanooga Portion \$ _____ 60,000
City Amount Funded \$ _____
New City Funding Required \$ _____
City's Match Percentage % _____

New Contract/Project? (Yes or No) _____
Funds Budgeted? (YES or NO) _____
Provide Fund General 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: *[Signature]*

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

A G R E E M E N T

This Agreement, entered into this _____ day of _____, 2013, between **HAMILTON COUNTY**, hereinafter referred to as "**County**", and **THE CITY OF CHATTANOOGA**, hereinafter referred to as "**City**".

WHEREAS, the Courts Community Service Program for the County utilizes certain offenders to perform certain tasks and projects within the County; and,

WHEREAS, The City has requested that some of these offenders be available to the City to be used to perform certain projects for the City under the direction of the Manager of the Courts Community Service Program; and,

WHEREAS, it is beneficial to both the City and the County for these offenders from the Courts Community Service Program to be available to the City.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND THE PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I.

The City, through its appropriate employee, may request from the Courts Community Service Program that offenders be allowed to work on City projects. The decision of whether or not to allow the offenders to perform the projects as requested is in the sole discretion of the Courts Community Service Program. If the Manager of the Courts Community Service Program feels the request is appropriate, he/she will authorize the work to be done. All services provided herein will be as prescribed by the Courts Community Service Program.

II.

The City shall pay the County Sixty Thousand Dollars {\$60,000.00} annually at the rate of Five Thousand Dollars {\$5,000.00} per month for twelve months to offset County expenses under this Agreement. The City shall also provide the following: [1] a vehicle (van) for the transportation of the offenders; [2] all project materials (including but not limited to trash bags, signs, vests, small tools and equipment as needed for the offenders); and [3] vehicular insurance or coverage through its self-insurance to cover all damages occurring to the City's vehicle while in



use under this agreement, and provide all fuel, oil, and any other vehicular maintenance necessary to fulfill the terms of this Agreement. The City shall be responsible for all damages, maintenance, and repairs to their vehicle occurring while in use under the terms of this Agreement from whatever source.

The County shall hire one supervisor/driver to transport offenders and shall pay his/her annual salary, including fringe benefits. The County will also be responsible for all administrative paperwork, court appearances, monthly reports and daily attendance records.

III.

The City of Chattanooga agrees to save, hold harmless and indemnify Hamilton County, Tennessee, and its agents and employees from any actions, claims or damages resulting from the negligence or intentional acts of any City employee and/or agents of the City of Chattanooga to the full extent of any liability of the City of Chattanooga pursuant to the Tennessee Governmental Tort Liability Act and pursuant to the provisions of 42 U.S.C. SS1982, 1983, 1985 or 1988, to the extent applicable. Hamilton County further agrees to hold harmless and indemnify the City of Chattanooga, its agents and its employees from any actions, claims or damages resulting from the negligence or intentional acts of any employees and/or agents of Hamilton County to the full extent of any liability pursuant to the Tennessee Governmental Tort Liability Act and pursuant to 42 U.S.C. SS1982, 1983, 1985 and 1988, to the extent applicable. These mutual indemnification provisions shall be specifically applicable to any costs, losses or claims, including attorney fees and adjustment expenses which occur or arise out of the use of offenders from the Courts Community Service Program on City projects.

IV.

All persons used to fulfill the provision of this Agreement shall be hired and supervised by Hamilton County. All persons used to supervise these offenders shall be Hamilton County employees.

V.

This Agreement shall commence July 1, 2013 and expire on June 30, 2014, unless terminated earlier by agreement of the parties.

VI.

This Agreement may be terminated by written agreement by either party by giving 30 days written notice to:

Hamilton County:

Honorable Jim Coppinger
County Mayor
201 Courthouse
Chattanooga, Tennessee 37402

With a Copy to:

County Attorney's Office
111 Courthouse
Chattanooga, Tennessee 37402

City of Chattanooga:

Honorable Andy Berke
Mayor of Chattanooga
City Hall
Chattanooga, Tennessee 37402

With a Copy to:

City Attorney's Office
400 Pioneer Bank Building
Chattanooga, Tennessee 37402

This Agreement contains the entire Agreement between the parties. No alterations, modifications or changes shall be valid except as agreed to by written consent of both parties.

CITY OF CHATTANOOGA

Attest

Andy Berke, Mayor of Chattanooga

FOR HAMILTON COUNTY:

Attest

Jim Coppinger, County Mayor