

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

A RESOLUTION AUTHORIZING THE CITY PURCHASING AGENT TO ENTER INTO A CONTRACT WITH PUBLIC FINANCIAL MANAGEMENT, INC. FOR CONSULTING SERVICES RELATED TO BUDGETING FOR OUTCOMES IMPLEMENTATION, IN THE AMOUNT OF NINETY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$96,250.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the City Purchasing Agent to enter into a contract with Public Financial Management, Inc. for consulting services related to Budgeting for Outcomes Implementation, in the amount of \$96,250.00.

ADOPTED: \_\_\_\_\_, 2013

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 10/9/2013

Preparer: **David Carmody**

Department: Finance

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

Contract with Public Financial Management, Inc. for Consulting Services related to Budgeting for Outcomes Implementation.

Name of Vendor/Contractor/Grant, etc. PFM  
 Total project cost \$ 96,250.00  
 Total City of Chattanooga Portion \$ 96,250.00  
 City Amount Funded \$ \_\_\_\_\_  
 New City Funding Required \$ \_\_\_\_\_  
 City's Match Percentage % \_\_\_\_\_

New Contract/Project? (Yes or No) Yes  
 Funds Budgeted? (YES or NO) YES  
 Provide Fund 1100 General Fund  
 Provide Cost Center C00101 Finance Office  
 Proposed Funding Source if not budgeted \_\_\_\_\_  
 Grant Period (if applicable) \_\_\_\_\_

**List all other funding sources and amount for each contributor.**

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

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

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

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: October, 2011



# Services Agreement Contract Between Owner and Contractor

**THIS AGREEMENT**, is between the City of Chattanooga, Tennessee, a municipal corporation in the state of Tennessee, hereinafter called **Owner**, and

Public Financial Management, Inc.,

Hereinafter called **Contractor**.

**WHEREAS** it is the intention of the Owner to employ the Contractor to complete the scope of work for the following project:

Project Title: Budgeting for Outcomes Implementation,  
Project Description: Consulting Services for Developing and Implementing Budgeting for Outcomes Methodology to be employed in the Fiscal Year 2015 Budget.

Hereinafter called **Project**.

**NOW, THEREFORE**, the Owner and the Contractor, for the consideration set forth herein, agree to the following:

## 1. EFFECTIVE DATE

The effective date of this Agreement shall be U

## 2. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.

## 3. WORK TO BE COMPLETED BY CONTRACTOR

This Agreement constitutes a **one (1) time** service contract for completion of the scope of work for the Project, hereinafter called **Work**, and shall include the following items:

1. Facilitation of Meetings
2. Training for City Personnel on performance measurement and management.
3. Training for key personnel on effective responses to Request for Offers (RFOs).
4. Development of Guidance documents and strategy maps for each of the Mayor's objectives.
5. Construction of Outcome-based budgeting templates for all departments, divisions, and agencies.
6. Guidance and assistance for the next steps in developing the Budgeting for Outcomes process.
7. Help in developing Leadership and Results Teams
8. Assisting the City in creating a FY2015 budget document that describes the Budgeting for Outcomes Process.

## 4. COMPENSATION

For the completion of the Work, Owner shall pay Contractor a Contract Sum of Ninety one thousand two hundred and fifty dollars (\$91,250.00). The Contractor will receive reimbursement for travel and lodging expenses at actual cost, these expenses are not to exceed five thousand dollars (\$5,000.00).

## 5. PROJECT SCHEDULE

Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not completed within the times stipulated herein, plus any extensions thereof. If Project is behind schedule, the reason shall be recorded. It is understood and agreed that the Contractor complete the Work within the timeframe of the project schedule:



**Project Kick-Off – Early November 2013**

**Lessons Learned – Early November 2013**

**Development of Results, Results Teams, and Request for Offers – Early December 2013**

**Training on Performance Government – Early December 2013**

**Developing Offers – January 2014**

**Review Budget Proposals – April / May 2014**

**Finalize Budget Document – May / June 2014**

## **6. WAIVER**

A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

## **7. DISPUTE RESOLUTION**

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expenses of mediations.
- c. Such mediation may include the Contractor or any other person or entity that may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

## **8. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **9. INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, and attached hereto by exhibit, are hereby incorporated into and shall become a part of this Agreement.

## **10. SUCCESSORS AND ASSIGNS**

Owner and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.



# Services Agreement Contract Between Owner and Contractor

## 11. ASSIGNMENT

Neither Owner nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the Work; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent consultants, associates, and subcontractors to assist in performance of the Work, Contractor shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

## 12. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Contractor.

## 13. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

## 14. NON-DISCLOSURE

Contractor agrees not to disclose or to permit disclosure of any information designated by the Owner as confidential, except to the Contractor's employees and subcontractors who require such information to perform the Work specified in this agreement.

## 15. GENERAL CONDITIONS

The Contractor shall comply with the Terms and Conditions posted on the City of Chattanooga's website: <http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions>

**IN WITNESS WHEREOF**, Owner and Contractor have executed this Agreement.

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Insert Administrator or Director Date

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Purchasing Manager Date

Reviewed by the Office of the City Attorney \_\_\_\_\_  
Initial Date