

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

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH HAMILTON COUNTY RELATIVE TO THE COURTS COMMUNITY SERVICE PROGRAM, FOR AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to execute an agreement with Hamilton County relative to the Courts Community Service Program, for an amount not to exceed \$60,000.00.

ADOPTED: \_\_\_\_\_, 2014

/mem

# City of Chattanooga



## Resolution Request Form

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

Date: May 6, 2014

Preparer: William C. Payne

Department: Public Works Department

**Brief Description of Purpose for Resolution:**

Resolution Number (if approved by Council):

A City Council Action is requested authorizing the the Mayor to execute an agreement with Hamilton County relative the Courts Community Service Program in amount not to exceed \$60,000.00

Name of Vendor/Contractor/Grant, etc.	<u>Hamilton County</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>60,000.00</u>	Funds Budgeted? (YES or NO)	<u>No</u>
Total City of Chattanooga Portion \$	<u>60,000.00</u>	Provide Fund	<u>1100</u>
City Amount Funded \$	<u>0</u>	Provide Cost Center	<u>K00504</u>
New City Funding Required \$	<u>N/A</u>	Proposed Funding Source if not budgeted	<u>FY2015</u>
City's Match Percentage %	<u>N/A</u>	Grant Period (if applicable)	<u>N/A</u>

**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)**

FY15 General Fund City-Wide Services

Approved by:

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

**INTEROFFICE MEMORANDUM**

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**A. Greg Gregory**  
CCSP - PROGRAM MANAGER

**Courts Community Service Program**  
6215 Dayton Boulevard  
Hixson, Tennessee 37343  
Office: (423) 847-4845 Fax: (423) 847-4844

**TO: Lee Norris**

**DATE: April 28, 2014**

**SUBJ: City County Agreement Fiscal Year 2014-2015**

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Dear Lee

Attached please find the agreement for Fiscal Year 2013-2014 between the City of Chattanooga and Hamilton County.

The agreement amount is the same as the current agreement. I would appreciate your assistance in having the agreement authorized by the council and signed by the mayor. Once signed please return to me and I will have it processed by the county. Once signed by the county mayor I will furnish you a signed copy and our authorizing resolution.

Thanks for your assistance and should you need any additional information please let me know.

Greg

## A G R E E M E N T

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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, 2014 and expire on June 30, 2015, 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