

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RENEWAL OF THE PERSONAL SERVICES CONTRACT FOR FISCAL YEAR 2015-2016 WITH DON SNEED D/B/A DON SNEED APPRAISALS AND INVESTIGATIONS TO PERFORM VEHICLE APPRAISALS AND ACCIDENT INVESTIGATIONS FOR THE CITY FOR AN ESTIMATED ANNUAL AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the City Attorney is authorized to renew the Personal Services Contract for Fiscal Year 2015-2016 with Don Sneed d/b/a Don Sneed Appraisals and Investigations to perform vehicle appraisals and accident investigations for the City for an estimated annual amount of \$15,000.00.

ADOPTED: _____, 2015

/vmm

FILE COPY

**CITY OF CHATTANOOGA
CONTRACTOR FOR APPRAISAL SERVICES**

THIS AGREEMENT FOR APPRAISAL SERVICES, effective upon execution, by and between the **CITY OF CHATTANOOGA** (hereinafter referred to as "City") and Don Sneed Appraisals (hereinafter referred to as "Contractor") for appraisal services.

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

SCOPE OF SERVICES:

In accordance with the stipulations contained herein, the Contractor shall perform appraisal work related to damage claims submitted the City. Contractor is in the business of conducting appraisals in and around Hamilton County, and has the expertise required to provide the services required under this Contractor. Under this Agreement, Contractor's functions, activities, and duties include responsibility for the following:

- 1) Contractor shall complete all appraisals within a fifty (50) mile radius which are submitted to Contractor by the City Investigator and City Attorney.
- 2) Contractor shall complete each appraisal within a seventy-two (72) hour period after it is submitted to Contractor by the City.
- 3) Appraisals shall include the appraisal amount, at least three (3) photographs, and all other documentation that the City Investigator, City Attorney or other departmental administrator of the City deem necessary.

PAYMENT TERMS AND CONDITIONS:

Payment for Contractor's services will be made in the following manner:

- 1) The Contractor shall be compensated for work done at the base rate of \$85.00 per vehicle appraisal.
- 2) Upon prior approval by the City Investigator, the City Attorney, or departmental administrator, Contractor may charge an agreed upon hourly rate for appraisals of heavy equipment, real property, or other unusual services.

- 3) Contractor shall submit a monthly invoice detailing the services provided to City. City shall pay for all satisfactorily completed services on a properly submitted invoice within fifteen (15) days after the receipt of said invoice.
- 4) The Contractor is an independent Contractor.

TERM:

The term of this Contract shall be effective for two (2) years through July 1, 2015, but may be renewed upon mutual agreement for three additional one (1) year terms. If either party determines that it is unwilling to renew this Agreement on July 1, 2015, or any subsequent year, it shall give the other party ninety (90) days written notice.

STANDARD TERMS AND CONDITIONS:

- 1) The City shall not be bound by this Contract until it is approved by the appropriate officials as indicated on the signature page of this Agreement .
- 2) This Agreement 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 Contractor.
- 3) The Agreement may be terminated without cause on the annual renewal date as provided herein. The Agreement may be terminated at any time for just cause. If the Agreement is terminated on an anniversary date or for cause, 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 Contractor or violates any terms of this Contractor, the City shall have the right to immediately terminate the Contractor and withhold payments in excess of fair 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 Agreement by the Contractor.
- 5) The Contractor shall not assign this Agreement or enter into a sub-contract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

- 6) No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification under law shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Contractor or in the employment practices of the Contractor.
- 7) The Contractor agrees to pay all taxes incurred in the performance of this Agreement.
- 8) The City shall have no liability except as specifically provided in this Agreement.
- 9) The Contractor shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement .
- 10) The City is not obligated to Third Parties. The City shall not be obligated or liable hereunder to any party other than the Contractor.

AUDIT:

- 1) The term "Contractor" is used interchangeably to describe signatories to Agreements, grants, and Contractors with the City and applies to reflect the relationship with the City (Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.)
- 2) The City or its assign may audit all financial and related records (including digital) associated with the terms of the 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 Contractor) or to identify conflicts of interest.
- 3) The Contractor shall at all times during the term of the Agreement or Contract and for a period of seven (7) years after the end of the Agreement, keep and maintain records of the work performed pursuant to this Contractor or Contractor. This shall include proper records of quotations, Contractor's, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. 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.

- 4) The obligations of this Section shall be explicitly included in any sub-Contracts formed between the Contractor and any sub-contractors or suppliers of goods or services to the extent that those sub-contracts for relate to fulfillment of the Contractor's obligations to the City.
- 5) 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.
- 6) This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

RELEASE AND INDEMNITY:

- 1) The Contractor shall indemnify and hold harmless the City for any and all claims arising from Contractor's performance of this Contractor. Contractor agrees to provide the aforementioned duties and/or activities for the above compensation as an independent Contractor and not as an employee of the City of Chattanooga.

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

CITY OF CHATTANOOGA, TENNESSEE

DATE: 6/5/13

Phillip A. Nobleth
Deputy, City Attorney

DATE: 5/20/13

Don Ined Appraisals
, Contractor