RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAMILTON COUNTY RELATIVE TO THE COURTS COMMUNITY SERVICE PROGRAM FOR FISCAL YEAR 2016-2017, FOR AN AMOUNT NOT TO EXCEED 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 execute an agreement with Hamilton County relative to the Courts Community Service Program for Fiscal Year 2016-2017, for an amount not to exceed $60,000.00.

ADOPTED: _____, 2016

/mem

City of Chattanooga

Resolution Request Form

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

Date: April 18, 2016

Preparer: William C. Payne, City Engineer **Department:** Public Works / Engineering Dept.

District:

Brief Description of Purpose for Resolution: Resolution Number (if approved by Council):

A City Council resolution is requested to authorize the Mayor to execute with Hamilton County relative to the Courts Community Service Program for the FY 2016-2017 in an amount not to exceed $60,000.00

Name of Vendor/Contractor/Grant, etc.	Hamilton County	New Contract/Project? (Yes or No)	Yes
Total project cost $	60,000.00	Funds Budgeted? (YES or NO)	No
Total City of Chattanooga Portion $	60,000.00	Provide Fund	1100
City Amount Funded $	0	Provide Cost Center	K00504
New City Funding Required $	N/A	Proposed Funding Source if not budgeted	FY2017
City's Match Percentage %	N/A	Grant Period (if applicable)	N/A

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

INTEROFFICE MEMORANDUM

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: **Justin Holland**

DATE: **April 14, 2016**

SUBJ: **City County Agreement Fiscal Year 2016-2017**

Dear Mr. Holland

Congratulations on your appointment to the position of Administrator of the Chattanooga Public Works Department. As you may know the city and county have an annual contract for the removal of litter from the right of ways on city streets. It is approaching the time of year to renew this agreement and I look forward to working with you toward this accomplishment.

Attached please find two of the agreements for Fiscal Year 2016-2017 between the City of Chattanooga and Hamilton County.

Other than the time frame, the conditions and agreement amount for the contract 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 let me know and I will come get it from your office and will have it processed by the county.

Once it is approved by the commission and 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

423-907-7075 = cell phone

AGREEMENT

This Agreement, entered into this _____ day of _____ , 2016, 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, 2016 and expire on June 30, 2017, 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