

RESOLUTION NO. 26134

A RESOLUTION AUTHORIZING THE MAYOR TO RENEW A PERSONAL SERVICES CONTRACT WITH MICHAEL L. FEELY TO COORDINATE INITIATIVES AND ACT AS A LIAISON WITH HISPANIC AND HOMELESS POPULATIONS OF CHATTANOOGA TO ESTABLISH AND NURTURE RELATIONSHIPS WITH ORGANIZATIONS REPRESENTING THE RIGHTS AND/OR INTERESTS OF SAID POPULATIONS, FOR THE PERIOD OF SEPTEMBER 1, 2009 THROUGH AUGUST 31, 2010 IN AN AMOUNT NOT TO EXCEED TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) PER YEAR.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Mayor be and is hereby authorized to renew a personal services contract with Michael L. Feely to coordinate initiatives and act as a liaison with Hispanic and homeless populations of Chattanooga to establish and nurture relationships with organizations representing the rights and/or interests of said populations for the period of September 1, 2009 through August 31, 2010 in an amount not to exceed \$22,000.00 per year.

ADOPTED: November 17, 2009

/add

CONTRACTURAL AGREEMENT
Between
CITY OF CHATTANOOGA MAYOR'S OFFICE
(hereafter referred to as the Office of the Mayor)
and
Mike Feely (hereafter referred to as the "CONSULTANT")

Section 1- Statement of Work

The City of Chattanooga's Office of the Mayor wishes to engage the services of the CONSULTANT for activities as outlined in Section 6- Outline of Responsibilities and Activities

Section 2 – Expectations of the Office of the Mayor

The Office of the Mayor agrees to share data and other requested information to the CONSULTANT on a timely basis and to actively participate in meetings and other activities organized by the CONSULTANT in conjunction with identifying funding for, planning and programming of, monitoring the status of, and expediting the implementation of initiatives relating to the Hispanic and homeless populations in the City of Chattanooga as outlined in Section 6 – Outline of Responsibilities and Activities.

Section 3 – Expectations of the CONSULTANT

The CONSULTANT is expected to perform all duties and responsibilities outlined in Section 6 - Outline of Responsibilities and Activities. Such work shall be completed on a timely basis as directed by the Office of the Mayor.

Section 5 – Schedule

As of September 1, 2009, the CONSULTANT may begin the work as outlined under Section 6 - Outline of Responsibilities and Activities and shall with proper assistance and cooperation performed by the Office of the Mayor, the CONSULTANT shall complete activities as outlined under Section 6 of this contract and as directed by the Office of Mayor.

Section 6 – Outline of Responsibilities and Activities

The CONSULTANT shall have specific responsibilities and activities related to serving in this role are as follows:

The work to be performed by Consultant includes all services generally performed by Consultant in Consultant's usual line of business, including, but not limited to, the following:

1. Serve as a liaison between the agencies representing the Hispanic and underserved populations and the City of Chattanooga;
2. Establish and nurture relationships with organizations representing the rights and or interests of the Hispanic and underserved populations of Chattanooga;
3. Contact appropriate community based agencies who may participate as community partners with the Hispanic and underserved populations;
4. Work with the elected officials of the City of Chattanooga and Hamilton County on issues relating but not limited to the Hispanic and underserved populations of the City of Chattanooga.

Section 7 – Ownership

All data, reports, maps, or other related materials produced in whole or part under this contract shall remain the property of the Office of the Mayor. Furthermore, the CONSULTANT will not apply for a copyright for any reports, data, or other documents in whole or in part under this agreement.

Section 8 - Expenses

If CONSULTANT is required to travel out of town as a part of his assignment, the City will reimburse her expenses in accordance with the City's travel expense policy. All reasonable out-of-pocket expenses incurred by CONSULTANT in performing this Agreement shall be reimbursed.

Section 9 - Compensation

City will pay Consultant the flat fee sum of Twenty-Two-Thousand-Nine and no 100's (\$22,000.00)

Section 11 – Entire Agreement

This Contractual Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing, shall have any force and effect.

If any provision, or any portion thereof, contained in this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 12 - Acceptance of Contract and Terms

This agreement shall become effective September 1, 2009, by the signature of the authorized parties and shall remain in effect through August 31, 2010 unless otherwise changed and/or cancelled as authorized herein. Either party may terminate this Agreement upon thirty (30) days written notice.

This agreement, entered into by and between the parties whose signature appear below, representing their respective organizations, this _____ day of _____, 2009.

Mike Feely

Ron Littlefield, Mayor