

RESOLUTION NO. 24256

A RESOLUTION AUTHORIZING THE DIRECTOR OF THE OFFICE OF PERFORMANCE REVIEW TO EXECUTE A CONTRACT WITH THE URBAN LEAGUE OF GREATER CHATTANOOGA RELATIVE TO THE EARNED INCOME TAX CREDITS CAMPAIGN, IN THE FORM ATTACHED HERETO AND IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the City Finance Officer be and is hereby authorized to execute a contract with the Urban League of Greater Chattanooga relative to the Earned Income Tax Credits (EITC) Campaign, in the form attached hereto and in an amount not to exceed \$30,000.00.

ADOPTED: November 9, 2004

/add

24256

11-9-04

AGREEMENT BETWEEN THE CITY OF CHATTANOOGA AND
THE URBAN LEAGUE OF GREATER CHATTANOOGA

THIS AGREEMENT is made effective as of the 15TH day of November, 2004 ("the effective date), by and between **THE CITY OF CHATTANOOGA, or its assigns**, hereinafter referred to as "the City", and **THE URBAN LEAGUE OF GREATER CHATTANOOGA**, hereinafter referred to as "Urban League."

WITNESSETH:

WHEREAS, the Urban League is a Tennessee nonprofit corporation with a public purpose of promoting economic and community development in Chattanooga and Hamilton County, Tennessee;

WHEREAS, the City of Chattanooga has an interest in the promotion of economic and community growth;

WHEREAS, the City of Chattanooga has successfully implemented a community based program to encourage its eligible residents to take advantage of benefits under the Earned Income Tax Credit program; and

WHEREAS, the City of Chattanooga has determined that the staffing and implementation of these initiatives would be most efficiently and effectively performed by Urban League rather than a department or agency of the City;

NOW, THEREFORE, in consideration of the recitals, the promises made in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Recitals: The parties agree that the foregoing recitals are true and correct and are incorporated in this Agreement by this reference.

2. Responsibilities of the Urban League: The Urban League shall be responsible for the day to day operations and management of the 2004-5 Earned Income Tax Credits (EITC) campaign. The Urban League will ensure that all EITC sites be staffed with trained personnel and operational no later than January 17, 2005 continuing through April 15, 2005 unless otherwise agreed upon by the City and Urban League.

3. Scope of Services: The Urban League shall develop and design the 2004-5 EITC campaign in partnership and cooperation with the City. The Urban League shall work with the City to develop a Campaign plan including specific components for volunteer

management, site management, outreach and data management. The Plan shall be consistent with the findings and recommendations of the City's analysis of the 2003-4 EITC campaign (See Appendix A).

4. Project Timeline: The Urban League shall provide a draft Campaign plan to the City by no later than November 19, 2004. The City shall have five days in which to approve or recommend modification of such plan. The Campaign plan shall include specific milestones for the program, including but not limited to site selection, training dates, development and publication of marketing materials, volunteer recruitment and data collection (including number of Federal Income Tax Returns and Refunds filed, and Earned Income Tax Credit eligible Returns and Refunds, as well as additional outcomes that are mutually agreeable to both parties).

5. Responsibilities of the City: The City shall assist the Urban League in finding suitable site locations, potential volunteers and marketing of the Campaign.

6. Term: The term of this Agreement shall be from November 15, 2004 to May 31, 2005 or until the completion of Services.

7. Payment: During the term of this Agreement, the City shall pay the Urban League a total of \$30,000, in accord with the following schedule:

First Payment of \$15,000 -- Upon agreement to Campaign Plan
Second and Final Payment of \$15,000 -- May 1, 2005

8. Required Reporting and Right to Audit: The Urban League shall furnish the City with bi-weekly reports detailing the progress of the EITC campaign and other related activities. Such reports shall be sent to the Deputy Director of the Office of Performance Review on the following dates:

November 15, 2004	February 21, 2005
November 29, 2004	March 7, 2005
December 13, 2004	March 21, 2005
December 28, 2004	April 4, 2005
January 10, 2005	April 18, 2005
January 24, 2005	May 2, 2005
February 7, 2005	May 16, 2005

The Urban League shall also be responsible for meeting all reporting requirements otherwise imposed upon the City for the EITC campaign. The Urban League shall maintain all books and records relating to this contract for a period of five years and shall grant the right to the City to audit any and all expenditures of funds paid to the Urban League pursuant to this Agreement.

9. Termination: Either party may terminate this Agreement at any time by giving the other at least thirty (30) days written notice before the effective termination date. Should the City exercise its option to terminate, the Urban League shall be entitled to receive equitable

compensation for satisfactory authorized services completed as of the termination date. If the Urban League fails to properly perform its obligations under this Agreement or violates any terms of this Agreement, the City shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. The Urban League shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Agreement by the Urban League.

10. Assignment: This Agreement is entered into reliance upon and in consideration of the skills and qualifications of the Urban League. Therefore, the Urban League shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

11. Effect and Severability: The City is not bound by this Agreement until it is approved by the appropriate officials as indicated on the signature page of this Agreement. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

12. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Tennessee.

13. Amendment: The Agreement may be modified only by a written amendment that has been executed and approved by the appropriate parties (or their designee) as indicated on the signature page of this Agreement.

14. Non-Discrimination: No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Enterprise Center.

15. Compliance: The Urban League shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement.

16. Liability: The City shall have no liability except as provided in the Agreement. The City is not obligated to Third Parties. The City shall not be obligated or liable hereunder to any party other than Urban League. The City is not responsible for fees or expenses resulting from the professional services of third parties.

17. Procurement: All purchases using or encumbering municipal funds shall be purchased pursuant to the provisions of the Municipal Purchasing Law of 1983, T.C.A. Section 6-56-301, et seq., and purchases using or encumbering funds from federal grants shall be purchased pursuant to all grant restrictions.

18. Insurance: The Urban League shall be responsible for any and all insurance related to performance of this contract including general liability, workers compensation and casualty.

19. Hold Harmless Clause: The parties agree that the City should be held harmless for any claims related to the Urban League or its employee's use of any City owned sites and that the Urban League shall indemnify the City of any claims, including judgments, made or taken against the City of Chattanooga.

20. Notices: Whenever any notice is required to be or may be given pursuant to this Agreement, it shall be deemed given when sent to the party to receive such notice by registered or certified mail or personal delivery at the following address:

If to the City of Chattanooga:

David Eichenthal
City Finance Officer
City of Chattanooga
101 East 11th Street
Chattanooga, Tennessee 37402

If to the Urban League:

Warren Logan
President / CEO
The Urban League of Greater Chattanooga
P. O. Box 11106
Chattanooga, Tennessee 37401

IN WITNESS WHEREOF, the City and the Urban League have by their authorized representatives set their signatures and executed this Agreement.

THE CITY OF CHATTANOOGA

David Eichenthal
City Finance Officer

Date: _____

THE URBAN LEAGUE OF GREATER CHATTANOOGA.

Warren Logan
President / CEO

Date: _____