

RESOLUTION NO. 31872

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN DR. MARCUS MAULDIN AND THE CHATTANOOGA CITY COUNCIL AS SET FORTH IN THE ATTACHED CHATTANOOGA SOCIAL AND ECONOMIC EQUITY STUDY PROPOSAL.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the execution of a Professional Services Agreement between Dr. Marcus Mauldin and the Chattanooga City Council as set forth in the attached Chattanooga Social and Economic Equity Study Proposal.

ADOPTED: November 28, 2023

/mem

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE UNIVERSITY OF TENNESSEE, ON BEHALF OF ITS CAMPUS
AT CHATTANOOGA, AND THE CHATTANOOGA CITY COUNCIL**

This Professional Services Agreement is made between the University of Tennessee on behalf of its campus at Chattanooga (Consultant) and the Chattanooga City Council. Dr. Marcus Mauldin, an employee of Consultant, will engage in research in connection with his revised Chattanooga Social and Economic Equity Study Proposal, which is attached and made part of this Agreement; and

WHEREAS, the City desires to engage Consultant to perform certain research, data collection, and analysis to examine systemic societal issues and institutional practices which will provide for the advancement of social equity in Chattanooga (Project); and

WHEREAS, the City has requested Consultant to provide certain deliverables based on a projected budget during this fiscal year for the City Council;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, City and Consultant agree as follows.

- A. **SCOPE OF AGREEMENT.** Consultant's relationship to the City Council shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Professional Services Agreement and the laws of the State of Tennessee and the codes of the City of Chattanooga.
- B. **PROFESSIONAL SERVICES.** Consultant shall furnish services to the City Council as set forth in “**Exhibit A: Chattanooga Social and Economic Equity Study Proposal**” which is attached hereto and incorporated herein by reference.
- C. **DELIVERABLES AND SCHEDULE.** Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and shall complete the services and deliverables on or prior to February 29, 2024. To the extent feasible, the schedule will follow the schedule set forth in **Exhibit "A"** which is attached hereto and incorporated by reference. Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.
- D. **CONTRACT TERM.** This contract shall be effective for the period commencing on November 29, 2023 and ending February 29, 2024. The City Council shall have no obligation for services rendered by the Consultant which are not performed within the specified period.

- E. **CLIENT RESPONSIBILITIES.** Client (City Council) agrees to provide Consultant with all available information, plans, regulations, reports, professional recommendations, and any other related items requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items. City Council staff agree to provide the items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.
- F. **SUBCONTRACTING AND ASSIGNMENT.** Any changes or additional subcontractor relationships or assignment not identified in “**Exhibit A: Chattanooga Social and Economic Equity Study Proposal - Scope of Work and Deliverables**” as part of this Agreement, must first be approved by the City Council.
- G. **CONFLICT OF INTEREST.** Consultant agrees that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.
- H. **GENERAL COMPLIANCE WITH LAWS.** The Consultant is assumed to be familiar with and observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by any agency of the federal, state, or local government. The Consultant shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect during the term of this Agreement.
- I. **TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon fourteen (14) days’ written notice for any reason and with no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to date of such termination.
- J. **SUSPENSION OF WORK.** Upon not less than seven (7) days’ written notice, Consultant may suspend the performance of its services if City Council fails to pay Consultant in full within sixty (60) days of receipt of a complete invoice for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to City Council's nonpayment.
- K. **MEDIATION.** City Council and Consultant may seek to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation would be conducted by a mediation service acceptable to both parties. A party may request mediation within a reasonable time after a claim or dispute arises, and the parties may agree to mediate in good faith. In no event shall any request for mediation be made after such claim or dispute would be barred by applicable law.

- L. **OWNERSHIP OF DOCUMENTS.** City Council shall be the owner of all documents prepared under this Agreement; however, Consultant reserves to itself and its employees the right to publish the results of the Project in whole or in part as Consultant deems appropriate. . All documents prepared in the performance of this Agreement shall be delivered to the City Council clerk before final payment is made to Consultant.
- M. **CHANGE OF WORK.** In the event the City Council should decide during the course of this work that there exists the need to change any work performed by the Consultant under this agreement after same element of work has been approved by the City Council, the City Council clerk shall notify the Consultant, in writing, to make the change, and the Consultant shall make the change as directed. Payment therefore is to be made by the City Council after a written agreement is entered into between the City and the Consultant providing for appropriate adjustment in the compensation ceiling(s) inclusive of appropriate adjustment in the Consultant's lump sum net fee(s), which amounts shall be as negotiated.
- N. **COMPENSATION AND HOURLY RATES.** For services provided by Consultant as described in **Exhibit "A"**, the City shall compensate Consultant each month based upon the percent complete for the sum of total hours allocated to each task as set out in the Project Budget including total hours, fringe benefits, and project supplies. Invoices provided by Consultant must contain enough information to document monthly activities for services rendered. A maximum, not-to-exceed fee (including expenses) of Nineteen Thousand Eight Hundred Nine Dollars (\$19,809.00) has been set. Invoices shall be submitted to the City Council clerk monthly. Payment of each invoice is due to Consultant within sixty (60) days of receipt of a complete invoice by the City.

The consultant's records and backup data on all items of cost entering into the billings for the professional services rendered under this agreement are subject to audit by local or State representatives and copies thereof shall be furnished, if requested, as required under by this agreement.

1. The Consultant must report to the City Council all firm names and amounts paid to subcontractors under this agreement that are certified by the state as Disadvantaged Business Enterprises (DBE).
2. The Consultant shall also report all firm names and amounts paid to subcontractors under this agreement that are Woman-Owned Business Enterprises (WBE) or Minority-Owned Business Enterprises (MBE) not certified by the state as a DBE.
3. Payments on all subsequent supplemental agreements shall also be reported in this same manner.

The Consultants shall keep records on the basis of generally accepted accounting practice of costs and expenses per the laws and codes of the City of Chattanooga, and which records shall be available for inspection at all reasonable times.

O. **CONFIDENTIALITY.** Except as otherwise provided by the Health Information Portability and Accountability Act, City and Contractor recognize that in the course of the performance of this Agreement, it may obtain confidential information or materials from the other. The party obtaining such information shall, at all times, both during the term of this Agreement and thereafter, keep all of such confidential information in strictest confidence and trust to the extent allowed by law. Each party agrees to return to the other any written, printed or other materials embodying such confidential information given to or acquired by such party in connection with this Agreement. For these purposes, the term “confidential information” shall be deemed information specifically provided by one party which is designated in writing as “Confidential Information” by specific reference thereto, not general reference thereto. It shall further include any information which is clearly proprietary in nature or clearly constitutes a trade secret. In all events, the term “Confidential Information” shall not include any information (a) which is accessible to the party obtaining such information from sources other than the party providing such information, (b) that is in the public domain, or (c) becomes public information at any time in the future. In all events, the provisions of this section shall not prevent a party obtaining confidential information from disclosing the same in connection with legal process, including subpoena. Notwithstanding anything contained herein to the contrary, City and Contractor are subject to the Tennessee Open Records Act, T.C.A. § 10-7-503, et seq. (“TORA”). This Agreement is considered a public record under TORA and is therefore subject to inspection and copying by citizens of the State of Tennessee.

In the event that either party shall violate the terms of this Section, the other party shall be entitled to obtain injunctive relief to enforce this provision, it being agreed that damages alone will not constitute an adequate remedy.

P. **OMITTED.**

Q. **FINAL SETTLEMENT.** Final settlement shall be made by the City to the Consultant within ninety (90) days following the completion and approval of all the Consultant’s work as set out by **Exhibit “A”** and mutual approval of any post-work audit report.

R. **ABANDONMENT OF PROJECT.** In the event the City decides to abandon all or any part of any project subsequent to the effectuation of this agreement, the Consultant shall be paid for all work completed prior to its having received written notice from the City Council to stop work and an appropriate negotiated amount agreed upon for net fee.

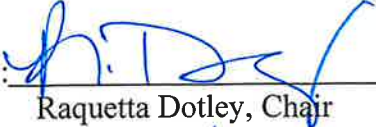
S. **AMENDMENTS.** This Agreement is the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, statements, or agreements, either written or oral. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

- T. **SEVERABILITY.** Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- U. **VENUE AND CONTROLLING LAW.** Any dispute of the terms of this agreement shall be construed under the laws of the State of Tennessee.

[signatures on the following page]

IN WITNESS WHEREOF, the City has caused this agreement to be signed by Raquetta Dotley, City Council Chair, and the Consultant has executed said agreement through its duly authorized officer as of the effective date first above written.

CITY OF CHATTANOOGA COUNCIL

By: 
Raquetta Dotley, Chair

Date: 01/11/24

UNIVERSITY OF TENNESSEE, ON BEHALF OF ITS
CAMPUS AT CHATTANOOGA

By: _____
Reinhold Mann, Ph.D.
Vice Chancellor for Research

Date: _____

Approved as to form and legality:

CITY OF CHATTANOOGA, TENNESSEE
OFFICE OF THE CITY ATTORNEY

By: 
Phillip A. Noblett, City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
(423) 643-8250

Date: 1/10/2024

Attachment - Exhibit A: Chattanooga Social and Economic Equity Study Propose - Scope of Work and Deliverables, including Study Timeline and Proposal.

EXHIBIT A



Master of Public Administration
Department of Political Science & Public Service
Mail Code 6356 • 615 McCallie Avenue
Chattanooga, TN 37403
423.425.4068 or 4281 • FAX: 423.425.2373
<http://www.utc.edu/mpa>

CHATTANOOGA SOCIAL AND ECONOMIC EQUITY STUDY PROPOSAL

Prepared by Marcus D. Mauldin, Ph.D.
Associate Professor of Public Policy and Administration

SUMMARY

Social equity involves just and fair societal inclusion where all can participate, prosper and reach their full potential. Social equity also encompasses the idea of economic equity. However, the pursuit of social equity in communities is often hindered by systemic societal issues and institutional practices. The proposed study will explore the effects of these issues and practices on the Chattanooga community. It is believed these issues have produced inequities in education, employment, housing, healthcare, food security, the criminal justice system and other facets of life. The proposed study will assess the extent to which these issues have persisted and will analyze the current state of social equity in Chattanooga. It will provide policy recommendations on ways to mitigate related inequities in effective and feasible ways.

The study is expected to take three months to complete. It will culminate with a written report. In addition, a presentation highlighting research findings will be provided to the City of Chattanooga City Council and Mayor.

SCOPE OF WORK

The project will require extensive research, data collection and analysis. It will consist of a comprehensive examination of systemic societal issues and institutional practices on the advancement of social equity in Chattanooga. At a minimum, the project will:

- provide a historical perspective of systemic societal issues and institutional practices and their impact on social equity;
- provide insights on the current state of equity in education, employment, housing, healthcare, food security and the criminal justice system in the Chattanooga community **through a survey and analysis of existing data;**
- develop policy recommendations **and implementation strategies** to address social and economic inequities; and
- analyze the feasibility and costs of implementing recommendations and how they can be funded and sustained over time.

DELIVERABLES

The research will provide three project deliverables including a progress report, final research report and research presentation. A project progress report will be provided at an agreed upon midpoint. The project report will apprise key stakeholders of project status including

preliminary findings. The project culminates with a report and presentation of findings and policy recommendations.

STUDY TIMELINE

The study will take approximately 1.3 months to complete and will include the following activities.

Month	Activities	Deliverables
	Scoping meeting; Background research; Survey Development; Data/Information Collection and Analysis	Progress Report
	Writing; Concluding meeting; Council Presentation	Final Report and Presentation

PROPOSED PROJECT BUDGET

The total cost of the project is \$19,809. This amount includes amounts for senior personnel (\$11,573) and fringe benefits (\$3,935). We estimate \$2,500 for materials and supplies which may include data and other analytic tools. Indirect costs are calculated at 10% of direct costs for a total of \$1,801. The following table details project costs.

	Total
A. Senior Personnel	
1. PI	
Marcus D. Mauldin (9 month)	\$11,573
C. Fringe Benefits	
<i>**include BOTH summer pay and AY release timelines in fringe base, as applicable</i>	
PI @ 34% ¹	\$3,935
G. Other Direct Costs	
1. Materials and Supplies	
<i>**items under \$5000, such as computers, and other materials related to the activities of the project.</i>	
Project Supplies	\$2,500
Total Direct Costs	
Sum of all direct costs	\$18,008
Indirect Costs	
<i>**10% of modified total direct costs base ²</i>	\$1,801
Total Direct and Indirect Costs	
Sum of total direct costs and total indirect costs	\$19,809

¹ Fringe benefits are tied to personnel compensation and include, but are not limited to, the following types of costs: costs of leave, employee insurance, pensions, and unemployment benefit plans. It is UT policy to include fringe benefits when budgeting for salaries. Fringe benefits are budgeted as a direct cost at the individual employee's actual rate. The fringe benefits rate is calculated by dividing the cost of your benefits package by your institutional base salary, as defined in [UT Policy FI0207](#). Dr. Mauldin's personal fringe benefit rate is 34%. The amount of fringe benefits requested is applied to the amount of salary requested only. In this case, 34% of the \$11,573 requested in salary (\$3,935).

² Indirect costs, also commonly called facilities and administrative fees (F&As) or overhead, are tied to the University's overall cost of administering sponsored projects. These costs include use allowances, operations and maintenance expenses, general and administrative expenses, departmental administration expenses, sponsored projects administration, library expenses, and student administration and services. Per [UT Policy FI0206](#), indirect costs must be included on all sponsored projects. UTC has a federally-negotiated indirect cost rate agreement, [available here](#), that must be used on all federally funded projects (included flow-down) and is the primary rate used on non-federally funded projects. At her discretion, UTC's Vice Chancellor for Research may approve a reduced indirect cost rate (10% of total direct costs) for small-scale outreach and educational projects. While this proposal is technically research-based, it is small scale with public-facing deliverables and will not utilize laboratory or center-level resources, so the reduced indirect cost rate may be requested. This has been an established practice for non-federal, small-scale, City-funded projects at UTC.

AMENDMENT NO. 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE UNIVERSITY OF TENNESSEE, ON BEHALF OF ITS CAMPUS
AT CHATTANOOGA, AND THE CHATTANOOGA CITY COUNCIL**

This amends the Professional Services Agreement between the Chattanooga City Council ("Client") and the University of Tennessee on behalf of its campus at Chattanooga ("Consultant") executed on January 19, 2024.

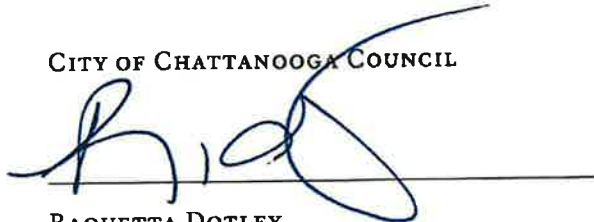
By mutual agreement, the Client and the Chattanooga City Council agree to the following amendments:

- In Paragraph C, the date to complete the service and deliverables is changed to March 31, 2024.
- In Paragraph D, the Contract Term is changed to begin on November 29, 2023, and end on March 31, 2024.

All other terms remain unchanged.

IN WITNESS OF their acceptance of the terms of this agreement, the Parties have had this Contract executed by their duly authorized representatives.

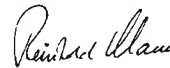
CITY OF CHATTANOOGA COUNCIL



RAQUETTA DOTLEY
CHAIR

DATE: Jan. 23, 2024

THE UNIVERSITY OF TENNESSEE

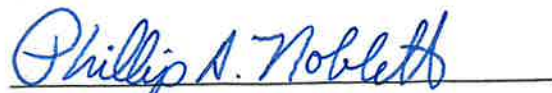


Digitally signed by Reinhold Mann
Date: 2024.01.29 13:12:55 -05'00'

REINHOLD MANN, PH.D.
VICE CHANCELLOR FOR RESEARCH

DATE: _____

Approved as to form and legality:
CITY OF CHATTANOOGA, TENNESSEE
OFFICE OF THE CITY ATTORNEY



PHILLIP A. NOBLETT, CITY ATTORNEY

DATE: January 30, 2024