

RESOLUTION NO. 24488

A RESOLUTION AUTHORIZING THE CITY OF CHATTANOOGA TO ENTER INTO A CONTRACT WITH DEBORAH MADDOX FOR CLERICAL/CONSULTANT SERVICES JANUARY 1, 2005 THROUGH SEPTEMBER 30, 2005 FOR A TOTAL AMOUNT NOT TO EXCEED SIXTEEN THOUSAND DOLLARS (\$16,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the City of Chattanooga be and is hereby authorized to enter into a contract with Deborah Maddox for clerical/consultant services January 1, 2005 through September 30, 2005 for a total amount not to exceed \$16,000.00.

ADOPTED: June 28, 2005

/add

CONTRACT AGREEMENT
between
Deborah Noel Maddox and the City of Chattanooga
for services to implement a
Chattanooga African American Summit

THIS AGREEMENT, made and entered into by and between the City of Chattanooga, as party of the first part hereinafter called CITY, and Deborah Maddox, a consultant, as party of the second part, hereinafter called CONSULTANT.

WITNESSETH

WHEREAS, the City of Chattanooga has approved this project and allocated the necessary funds for the project.

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to bind themselves to the following terms and conditions.

ARTICLE I. STATEMENT OF WORK

A. Purpose of Project

The purpose of the project is to organize a Chattanooga African American Summit.

B. Method of Operation

CONSULTANT will be compensated on a biweekly basis at an amount not to exceed \$762.50.

C. Specific Goals to be Achieved

Handles meeting(s) coordination, communications among the units of the summit process, and handles information and materials distribution. Serve as the primary clerical support and administrative assistant for the Summit.

D. Timetable for Completion of Activities

All activities will be completed by September 30, 2005.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence when the Agreement is signed and shall end at the completion of all project activities or according to ARTICLE IV, SUSPENSION AND TERMINATION.

ARTICLE III. BUDGET AND METHOD OF PAYMENT

- A. The amount payable by the City under this contract shall not exceed \$16,000.00
- B. The CITY agrees to reimburse the CONSULTANT for project expenses, all direct costs, long distance and cell phone calls, not to exceed \$500.
- C. Request by the CONSULTANT for payment shall be accompanied by proper documentation. Invoices shall not be honored if received by the City later than sixty (60) calendar days after expiration date of this Agreement.
- D. Consultant shall be responsible for payment of taxes, FICA, Medicare and etc.
- E. All expenses shall have prior approval from the project manager.
- F. All invoices should be submitted to the clerk of the City Council.

ARTICLE IV. SUSPENSION AND TERMINATION

The CONSULTANT agrees that if it fails to comply with any term of this Agreement, CITY may temporarily withhold payments pending correction of the deficiency, or wholly or partly suspend or terminate the current award for the CONSULTANT.

ARTICLE V. INDEMNIFICATION CLAUSE

The CONSULTANT will at all times hereafter indemnify and hold harmless, the City, its officers, agents, and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement.

CITY OF CHATTANOOGA

City Representative

Date

CONSULTANT:

Deborah Noel Maddox

Date