CA094604

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee Community Services

For Commission Action on July ~~8~~ 21 2008

RESOLUTION AMENDING THE CONTRACT BETWEEN THE EXCHANGE CLUB FAMILY CENTER OF MEMPHIS AND SHELBY COUNTY GOVERNMENT IN THE AMOUNT OF $100,000.00 FOR THE PROVISION OF DOMESTIC VIOLENCE ASSESSMENT SERVICES FOR THE PERIOD JULY 1, 2008 THROUGH JUNE 30, 2009. THIS ITEM REQUIRES EXPENDITURE OF GENERAL FUNDS IN THE AMOUNT OF $100,000.00. SPONSORED BY COMMISSIONER GEORGE FLINN.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X_____ This item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $ 100,000.00 ; County CIP Funds: $_____

State Grant Funds: $_____; State Gas Tax Funds:$_____

Federal Grant Funds: $_____;

Other funds (Specify source and amount): $_____

Originating Department: Division of Community Services
APPROVAL:

Dept. Head: _____ / _____ / _____
(Type or print your name & phone #) (Initials) (Date)

Elected Official: _____ / _____ / _____
(Type or print your name & phone #) (Initials) (Date)

Division Director: Dottie Jones 545-4576 / [illegible] / 06/30/08
(Type or print your name & phone #) (Initials) (Date)

CIP – A&F Director: _____ / _____ / _____
(Type or print your name & phone #) (Initials) (Date)

Finance Dept.: April 7.1.08 Mike Swift 545-4264 / MAR / 7/1/08
(Type or print your name & phone #) (Initials) (Date)

County Attorney: [illegible] / KM / 6/30/08
(Type or print your name & phone #) (Initials) (Date)

CAO/Mayor: JAMES HUNTZICKER / [illegible] 6/30/08
(Type or print your name & phone #) (Initials) (Date)

SUMMARY SHEET

I. Description of Item

This Resolution approves amendment of the contract in the amount of $100,000 between the Exchange Club Family Center of Memphis and Shelby County Government for the provision of domestic violence assessment services for the period July 1, 2008 through June 30, 2009. This item requires expenditure of general funds in the amount of $100,000.00

II. Source and Amount of Funding

$100,000.00

III. Contract Items

A. Type of Contract: Assessment services for Domestic Violence Offenders

B. Terms: Budget period 07/01/08 through 06/30/09

IV. Additional Information Relevent to Approval of this Item

The Administration recommends approval of this Resolution.

ITEM #_____

PREPARED BY: DONNA PAVATTE

APPROVED BY: _____

RESOLUTION AMENDING THE CONTRACT BETWEEN THE EXCHANGE CLUB FAMILY CENTER OF MEMPHIS AND SHELBY COUNTY GOVERNMENT IN THE AMOUNT OF $100,000.00 FOR THE PROVISION OF DOMESTIC VIOLENCE ASSESSMENT SERVICES FOR THE PERIOD JULY 1, 2008 THROUGH JUNE 30, 2009. THIS ITEM REQUIRES EXPENDITURE OF GENERAL FUNDS IN THE AMOUNT OF $100,000.00 SPONSORED BY COMMISSIONER GEORGE FLINN.

WHEREAS, There is a need for the provision of professional services for psychological assessments of domestic violence offenders as referred by the courts; and

WHEREAS, The County issued RFP #08-007-02 on July 6, 2007, received two responses and awarded the RFP to the Exchange Club Family Center of Memphis on September 6, 2007; and

WHEREAS, The County desires at this time to amend said contract with the Exchange Club Family Center of Memphis by extending it for a one (1) year period from July 1, 2008 through June 30, 2008 (Exhibit A) for the provision of assessment services as ordered by the court for domestic violence offenders; and

WHEREAS, Funds in the amount of $100,000.00 are available in FY 2008/2009 Operating Budget Account No. 010-481101-6637, Pretrial, Professional Services for appropriation for assessment services for domestic violence offenders.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract between the Exchange Club Family Center of Memphis and Shelby County Government in the amount of $100,000.00 for the provision of domestic violence assessment services for the period July 1, 2008 through June 30, 2009 be approved.

BE IT FURTHER RESOLVED, That the Mayor is authorized to amend and to execute any and all documents necessary to accomplish this goal.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue warrant or warrants in an amount not to exceed $100,000.00 to the Exchange Club Family Center of Memphis for the purposes contained in this resolution and to take proper credit in their accounting therefore.

_____

A C Wharton, Jr., Mayor

Date:_____

ATTEST:

CONTRACT NO. CA 084604

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Division of Community Services

2. Preparer's Name, Telephone #, and E-Mail Address:
Donna Pavatte 545-4274 donna.pavatte@shelbycountytn.gov

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Professional services for psychological assessments of domestic violence offenders as referred by courts.

4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
The Exchange Club Family Life Center
2180 Union Avenue
Memphis, TN 38104
VENDOR NO. 01287
EOC NO.

5. COST OF ITEM OR SERVICE REQUESTED: $100,000

6. TERM OF PROPOSED CONTRACT/AGREEMENT: July 1, 2008 thru June 30, 2009

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
010-481101-6637

8. COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS
a. ☐ Bid/RFP Process - # & Date
b. ☐ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description
☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
☐ MALE ☐ FEMALE
☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED $3 MILLION
☐ N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

RECEIVED
2008 JUN 26 AM 11:51
CONTRACTS ADMINISTRATION

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD DATE
06/20/08

ELECTED OFFICIAL

DIVISION DIRECTOR DATE

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____day of July 2008, by and between Shelby County Government (hereafter "County") and The Exchange Club Family Center of Memphis (hereafter "Contractor").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated September 4, 2007, for professional services for assessment of domestic violence offenders as referred by courts within Shelby County; and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for the period July 1, 2008 to June 30, 2009 pursuant to the Agreement which is attached as Exhibit "A".

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for a one (1) year period beginning July 1, 2008 through June 30, 2009.

2. The total cost for this renewal period shall not exceed ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00) payable in accordance with the terms of the Agreement.

3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2008-2009 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.

4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2008.

APPROVED AS TO FORM AND LEGALITY:

_____
Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

_____
A C WHARTON, JR, MAYOR

The Exchange Club Family Center

By: Barbara C. King

Title: Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF Shelby County Government

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself/herself to be _____ or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this 19 day of June, 2008.

Tonya R. Golatt
Notary Public

My Commission Expires:

TONYA R. GOLATT
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 11/20/2011

Exhibit A

CONTRACT

This contract (the "Contract") entered into this _____ day of September, 2007, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and THE EXCHANGE CLUB FAMILY CENTER OF MEMPHIS, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY has the need for the provision of professional services for assessment of domestic violence offenders as referred by courts within Shelby County; and

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 08-007-02, Assessment Services for Domestic Violence Offenders, and CONTRACTOR responded to said RFP on July 24, 2007; and

WHEREAS, the CONTRACTOR has the knowledge and expertise to provide such services; and

WHEREAS, the COUNTY awarded the RFP to CONTRACTOR on September 6, 2007; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONTRACTOR shall provide the services as outlined within the COUNTY's RFP Number 08-007-02 and CONTRACTOR's response thereto which is attached hereto as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence on July 1, 2007 and continue through June 30, 2008, with the option to renew for an additional one-year term, upon mutual written agreement of the parties, and subject to the appropriation of funding by the Shelby County Board of Commissioners.

2. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services the sum total not to exceed ONE HUNDRED THOUSAND AND 00/100($100,000.00) DOLLARS (the "Fee") during the term of this Contract. The Fee shall be the agreed upon rates specified in the attached Exhibit "B" for qualifying Defendant's that are either in custody (also referred to as "incarcerated individuals") or that have been released on bond (also referred to as "non-incarcerated individuals").

To qualify for subject Assessments, the General Sessions Courts or Criminal Courts MUST refer the Defendant for Assessment prior to case disposition, as more specifically set forth in the attached Exhibit "B", which shall be incorporated by reference as if fully stated herein verbatim.

3. Specifically, the Fee shall be paid for each Assessment completed and invoiced to the COUNTY at a rate of $316.00 for incarcerated individuals and $255.00 for non-incarcerated individuals, as more fully set forth in Number 6 of the attached Exhibit B.

4. The CONTRACTOR shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month and must include clients' booking number or indictment number. Invoices shall be submitted in duplicate to the address set forth in Paragraph 30 of this Contract to the attention of Janice Mosley. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required performing the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the

right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or

iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.

b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance

of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES