

RESOLUTION NO. 27003

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OCHS CENTER AS THE LEAD AGENCY TO PERFORM THE COMPREHENSIVE GANG ASSESSMENT, FOR \$69,940.00 WITH A CONTINGENCY OF \$5,060.00, FOR AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

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NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Mayor to enter into a contract with Ochs Center as the lead agency to perform the comprehensive gang assessment, for \$69,940.00 with a contingency of \$5,060.00, for an amount not to exceed \$75,000.00.

ADOPTED: February 21, 2012.

/mms

## **CONTRACT**

### **between the Ochs Center for Metropolitan Studies and the City of Chattanooga**

This is a contract for research and analysis services between the Ochs Center for Metropolitan Studies (hereafter referred to as "the Ochs Center"), a not-for-profit Tennessee corporation headquartered at 739 McCallie Avenue in Chattanooga, Tennessee and the City of Chattanooga.

#### **A. SCOPE OF WORK**

The Ochs Center for Metropolitan Studies will be the lead organization conducting an evaluation of gang related activity for the City of Chattanooga. The purpose of the evaluation is to aid the City of Chattanooga in developing effective gang strategies. The assessment will focus on the level and extent of gang involvement in serious and violent crimes and factors in the community that may be contributing to local youth joining gangs. The model for the assessment will be the Office of Juvenile Justice and Delinquency Prevention's (OJJDP) Comprehensive Gang Model.

This assessment will be comprised of five tasks as outlined by the Comprehensive Gang Model. These are:

1. Provide demographic information and overview of Hamilton County and the City of Chattanooga.
2. Analyze crime data to provide an overview of gang activity.
3. Analyze school data to provide information about youth activity and perceptions about gangs.
4. Conduct focus groups and/or interviews with community members, law enforcement, gang members, service providers, and faith-based organizations.
5. Identify programs and/or organizations that provide services to at risk youth and construct an inventory of programs available to high risk communities.

The final product will be a report that includes sections for each of the above five tasks and identifies the top concerns for the City to focus upon in dealing with gangs and gang related activities. Task 3 will be completed by the University of Tennessee, Chattanooga under a subcontract with the Ochs Center.

#### **B. TIMELINE**

Work will commence upon receiving an execution of this agreement. The final report will be delivered to the City of Chattanooga by the close of business on August 1, 2012 unless a later date is agreed upon by the City of Chattanooga and the Ochs Center.

### **C. PAYMENT TERMS**

In consideration of the performance of the services described above, the total cost of the contemplated work shall be \$69,940. Payment shall be made in two disbursements: \$35,000 upon execution of the agreement and \$34,940 upon submission of the final report.

### **D. FULL AGREEMENT; APPLICABLE LAW; DEFAULT PROVISION.**

This contract constitutes the full agreement of the parties and there are no additional agreements other than those set forth herein. In case of any legal action brought to enforce any part of this contract, the prevailing party shall be entitled to its attorney's fees and costs. The parties agree that venue for any action between them pertaining to this contract shall be in Hamilton County, Tennessee and that Tennessee state law will apply.

### **E. PUBLICATION**

The Ochs Center recognizes that the City of Chattanooga has an interest in protecting access to proprietary information such as intellectual property, trade secrets, or other internal information that, if such information became public, might adversely impact the City of Chattanooga's interests. In order that premature public disclosure of such information does not adversely affect the interests of the parties, the Ochs Center agrees that prior to preparation of any manuscript pertaining to the project intended for publication, the Ochs Center shall provide to the City of Chattanooga a proposal for publication outlining the manuscript. Within thirty (30) days of receiving a proposal for publication, the City of Chattanooga shall provide the Ochs Center either with comments on how the manuscript might avoid disclosing proprietary information or with a request that the manuscript not be prepared. If the Ochs Center prepares the manuscript, it shall provide the City of Chattanooga with a copy of the manuscript for review. Publication requires written approval of the City of Chattanooga, and the City of Chattanooga agrees to inform the Ochs Center of its decision within thirty (30) days of receiving the manuscript. The terms of this section E. Publication shall apply to any subcontractors that the Ochs Center uses for this project.

### **F. STANDARD TERMS AND CONDITIONS**

1. Neither party shall be bound by this Contract until it is approved by authorized representation as indicated on the signature page.
2. The Contract may be modified only by a written amendment that has been executed and approved by the authorized representative as indicated on the signature page of this Contract.
3. Neither party shall assign this Contract or enter into a subcontract for any of the services performed under the Contract without obtaining the prior written approval of the authorized representative.
4. Any notices related to this contract may be sent to Kenneth Chilton, The Ochs Center for

Metropolitan Studies, 739 McCallie Avenue, Chattanooga, Tenn. 37403 and to Artie Prichard, Purchasing Department, 101 E 11<sup>th</sup> Street G13, Chattanooga, TN 37402

**IN WITNESS WHEREOF**, the Ochs Center and the City of Chattanooga have by their authorized representatives set their signatures and executed this Contract.

**OCHS CENTER FOR METROPOLITAN  
STUDIES**

**CITY OF CHATTANOOGA**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Kenneth Chilton, President and CEO**

**Artie Pritchard, Purchasing**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

