

RESOLUTION NO. 32562

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA, AN INSTRUMENTALITY OF THE STATE OF TENNESSEE, THAT ESTABLISHES A FRAMEWORK FOR FORMULATING AND MANAGING AGREEMENTS AND SHARING REVENUES AND EXPENDITURES RELATED TO EXISTING AND FUTURE COLLABORATIVE FEDERAL RESEARCH AWARDS BETWEEN THE CITY AND THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA, IN SUBSTANTIALLY THE FORM ATTACHED.

NOW THEREFORE, BE IT RESOLVED THAT THE CHATTANOOGA CITY COUNCIL, is hereby authorizing the Mayor to enter into an Interlocal Agreement with the University of Tennessee at Chattanooga, an instrumentality of the State of Tennessee, that establishes a framework for formulating and managing agreements and sharing revenues and expenditures related to existing and future collaborative federal research awards between the City and the University of Tennessee at Chattanooga, in substantially the form attached.

ADOPTED: June 24, 2025

/mem

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, TENNESSEE AND THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into as of the __ of _____, 2025 (the "**Effective Date**"), by and between the CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation located in Hamilton County, Tennessee, organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "**City**"), and THE UNIVERSITY OF TENNESSEE, on behalf of THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA, an instrumentality of the State of Tennessee (hereinafter referred to as "**UTC**"). The City and UTC are sometimes referred to in this agreement individually as "**Party**" and collectively as the "**Parties**."

WHEREAS, UTC conducts research across a range of research areas of interest to the City, including but not limited to, research in the areas of mobility, transportation, quantum technologies, applied computational science, engineering, criminal justice, public safety, public health, and education; and

WHEREAS, UTC has the necessary research expertise, knowledge base, facilities, and proven track-record of success to conduct federal research projects; and

WHEREAS, UTC currently engages in broad-based partnership and collaborative activities with multiple departments and units across the City government, and the City and UTC have previously been awarded research grants for research related to a variety of topics of interest to the City; and

WHEREAS, the City desires to enhance its research partnership with UTC to increase research activity and to pursue future collaborative federal research grant proposals in partnership with UTC; and

WHEREAS, by virtue of the authority of the laws of the State of Tennessee, including Tenn. Code Ann. § 12-9-104, the City and UTC are authorized to enter into this Agreement to provide a framework for sharing revenues and expenditures related to existing and future collaborative federal research awards between the Parties, and the City Council has authorized City governmental departments and units to enter into federal award subrecipient agreements with UTC for existing and future federal research awards subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize the research partnership between the City and UTC and to establish a framework for shared research activities under the auspices of collaborative federal proposals and awards.
2. Term. This Agreement shall commence on the Effective Date and remain in effect through June 30, 2029 (the "**Term**"), unless terminated sooner in accordance with the terms of this Agreement. Prior to the expiration of the Term, the Parties may extend the Term for an

additional four (4) years upon written agreement between the Parties in accordance with Section 5 of this Agreement.

3. Application of the Code of Federal Regulations. The Parties recognize and agree that federal research awards fall under the authority of the Code of Federal Regulations Title 2 Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR part 200](#)) (the "**Uniform Guidance**").
4. Individual Research Project Agreements. The Parties are authorized to enter into subaward agreements or other appropriate research agreements for existing collaborative federal research awards between the Parties and for pursuing and implementing future collaborative grant awards from the federal government and other funding sources, subject to and in accordance with the terms and conditions of this Agreement and the Uniform Guidance.
5. Modification. The Parties recognize that from time to time there may be changes in federal or state laws and regulations relating to research awards and activities that necessitate the modification of this Agreement. Either Party may petition the other Party by sending a request for modification in writing. The Parties agree to fully cooperate and take all reasonable measures to modify this Agreement as shall be required under such circumstances. Modifications to this Agreement shall not be effective unless in writing and signed by duly authorized representatives of the Parties.
6. Cooperation on Research Activities. The Parties shall cooperate on sponsored research projects subject to the following guidelines to ensure compliance with federal and sponsor regulations and successful proposal submission and award project management.
 - a. For each collaborative federal research award between the Parties in which the City is the prime awardee of the research award, UTC will serve as a "subawardee," "vendor," or "consultant" on the research award as determined in accordance with the requirements of the Uniform Guidance and this Agreement. In accordance with the Uniform Guidance, the Parties agree that whenever the following conditions are met, UTC will be determined to be functioning as a subawardee on a federal research award:
 - UTC will make independent contributions to the goals and objectives of the project by carrying out a portion of the awarded project.
 - UTC will participate in designing and/or conducting the sponsored project.
 - UTC's performance will be measured against whether the objectives of the sponsored project are met.
 - UTC personnel are likely to publish or co-author reports, results, or other deliverables.
 - b. *Existing Federal Awards*. For existing collaborative federal research awards received by the City in which UTC is a collaborative partner, if an inaccurate determination regarding the nature of UTC's involvement in the award has been made, the City will immediately seek the sponsoring federal agency's prior approval to ensure that

- appropriate award instruments are used for the federal award that properly identify UTC's role on the award as a subawardee, vendor, or consultant, as appropriate under the award. In the event the sponsoring federal agency does not grant approval regarding a change in the designation of UTC's role on the grant, UTC will not accept funding from the City under the grant under an inappropriate award instrument and will not perform any work under the grant.
- c. *Federal Award Proposals.* For each collaborative federal research award proposal in which the City serves as the lead applicant, the Parties will make a good-faith determination at the time of proposal preparation as to whether UTC will function as a subawardee, vendor, or consultant on the federal research award. If the Parties determine that UTC will function as a subawardee on the federal grant award, the City will ensure that UTC is properly identified as a subawardee in all federal application components (narrative, budget, personnel documents, etc.).
7. Subaward Agreements. For all existing and future federal research awards in which UTC serves as a subawardee on the award in accordance with the Uniform Guidance, the City will issue to UTC a cost-reimbursable subaward agreement in the form attached as Exhibit A ("**Subaward Agreement**") that properly flows down the federal terms and conditions of the award to UTC to enable UTC, in good faith, to undertake its role under the award in accordance with all applicable terms and conditions. Specific research activities will be unique to each federal research award and will be determined by the proposed activities. A unique, project-specific "Scope of Work" shall be included in each Subaward Agreement outlining the research to be undertaken.
8. Insurance and Liability. UTC is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of UTC to the City and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by UTC under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et seq. The City has liability coverage solely under the terms of the Tennessee Governmental Tort Liability Act.
9. Breach of Agreement. If either Party shall default in the performance of its obligations under this Agreement, then the non-defaulting Party shall notify the other Party of such default in writing. The defaulting Party shall have thirty (30) days within which to cure such default or, if such default cannot be cured within thirty (30) days, then the defaulting Party shall commence efforts to cure the default within such thirty (30) day period and diligently pursue the cure to its completion, but in no event more than sixty (60) days in which to cure such default. If the defaulting Party fails to cure such default within the appropriate time period, or if a substantially similar default occurs twice within any twelve (12) month period which is reasonably deemed to be material to the overall obligations of the Parties under this Agreement, then the non-defaulting Party shall have the right to terminate and cancel this Agreement by notice in writing to the defaulting Party. Upon such termination, this Agreement shall be of no further force and effect.

10. Termination. Either Party may terminate this agreement for convenience with sixty (60) days' written notice to the other party.
11. Inurement. The terms and conditions hereof shall be binding upon and shall inure to the benefit of the City and UTC.
12. Notices. Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the United States Postal Service (postage fully prepaid, certified mail, return receipt requested), and delivered to the Party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

UTC:

Angie Morelock
UTC, Office of Research & Sponsored Programs, Dept 4905
615 McCallie Avenue
Chattanooga, TN 37403
Angie-Morelock@utc.edu
423-425-5399

City:

NAME & CONTACT INFORMATION

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties, which shall be amended from time to time.
14. Governing Law. The laws of the State of Tennessee shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

CITY OF CHATTANOOGA

By: _____

Tim Kelly
Mayor

UNIVERSITY OF TENNESSEE AT CHATTANOOGA

By: _____

P. Brent Goldberg
Vice Chancellor for Finance and Administration