

RESOLUTION NO. 24282

A RESOLUTION AUTHORIZING THE FIRE CHIEF FOR THE CITY OF CHATTANOOGA FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA) TO PROVIDE FIRE PREVENTION AND SUPPRESSION SERVICES AT THE CHICKAMAUGA HYDRO PLANT, AS SHOWN IN THE ATTACHED AGREEMENT.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Fire Chief for the City of Chattanooga Fire Department be and is hereby authorized to execute an Agreement with the Tennessee Valley Authority (TVA) to provide fire prevention and suppression services at the Chickamauga Hydro Plant, as shown in the attached agreement.

ADOPTED: December 14, 2004.

PAN/kac

24282

12-14-04

CONTRACT NUMBER 00038984  
CHATTANOOGA FIRE DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into on October 1, 2004, by and between the Chattanooga Fire Department, a non-profit corporation, hereinafter referred to as "DEPARTMENT" and the TENNESSEE VALLEY AUTHORITY hereinafter referred to as the "TVA".

WITNESSETH

WHEREAS, DEPARTMENT maintains a full-time fire department and is willing to provide fire prevention and suppression services at the Chickamauga Hydro Plant, hereinafter known as "PLANT" upon certain terms, and,

WHEREAS, TVA desires fire prevention and suppression services for the PLANT, and,

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed that when, in the judgment of TVA, circumstances require fire fighting vehicles, equipment and personnel to prevent or suppress fires at the PLANT, TVA may call upon DEPARTMENT to send such fire fighting personnel, equipment and vehicles as DEPARTMENT is able to commit to such purpose, and DEPARTMENT shall to the extent it is able to commit to such purpose, and DEPARTMENT shall to the extent it is able to respond to TVA's request on the following terms and conditions:

A. DEPARTMENT shall:

1. Upon request, provide TVA with fire protection services at the PLANT.
2. Maintain in effect any necessary State certifications and licenses for the provision of fire protection services and ensure that all employees at the DEPARTMENT fulfill any applicable licensing requirements.
3. At mutually agreed upon times, participate in an annual pre-fire planning tour and emergency drill at PLANT to familiarize its personnel with TVA's facility. Participate in additional training sessions, drills and exercises as agreed upon by TVA and DEPARTMENT.
4. Response times, from the time subject fire department is notified until the first vehicle arrives at PLANT, should be no greater than twenty (20) minutes, except for inclement weather, traffic accidents, or any other event that might cause delayed response time beyond the DEPARTMENT's ability to control.

**B. TVA shall:**

In consideration of DEPARTMENT's agreement to render fire protection services upon request under Section A.1 herein and to participate in the fire protection, emergency planning, training sessions and exercises, reimburse DEPARTMENT as follows:

Two Hundred Fifty dollars (\$250) for the annual pre-fire planning tour at PLANT

Two Hundred Fifty dollars (\$250) for the annual emergency drill at PLANT

Costs incurred in purchasing expendable material used in fire suppression services at PLANT

- C. Payments shall be made within 30 days of the receipt of detailed invoices for pre-fire planning tour and emergency drill.
- D. Neither DEPARTMENT nor any other person performing services under this Agreement, other than an actual employee of TVA, shall be considered as an agent or employee of the United States or TVA, and the United States, TVA, their agents and employees assume no liability to DEPARTMENT or any third party for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of DEPARTMENT or any other persons.
- E. No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA or DEPARTMENT shall be admitted to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a corporation or unit of Government contracting for its or for the public's benefit.
- F. Execution of the fire prevention and suppression services Agreement does in no way guarantee to TVA that DEPARTMENT shall respond to each and every call for assistance by TVA. Fire protection provided pursuant to this Agreement is subject to and subordinate to fire protection for persons and property located within the DEPARTMENT may withhold sending firefighting vehicles, equipment and personnel and may withdraw any or all vehicles, equipment and personnel so dispatched, if, in the judgment of the fire chief, or ranking firefighting official in charge, whose determination shall be final and binding on the parties, such action is necessary so as not to jeopardize the overall fire protection of the district served by DEPARTMENT.
- G. TVA shall have the duty to defend, indemnify, and save harmless DEPARTMENT from and against any claim, demand, cause of action, liability, damage, judgment, or loss, of whatsoever kind or nature, resulting from personal

injury (including death), or property damage, where such injury, death, or damage occurs on the PLANT premises and arises out of or results from the sole negligence of TVA or its agents and employees.

- H. Equipment and personnel dispatched in response to a request from TVA will operate under the immediate supervision and control of the senior firefighting official in charge of the dispatched equipment and personnel, and under the general direction of the senior firefighting official of TVA on duty at the scene of the fire.
- I. In the execution of the terms of this Agreement, DEPARTMENT may involve other fire protection services through mutual aid agreements, automatic aid agreements, or subcontracts. If such other parties are used, they shall be under DEPARTMENT control, and, for the purposes of this Agreement be considered units of DEPARTMENT.
- J. This Agreement shall begin with the day and year executed below unless otherwise modified or extended by both parties in writing, provided, however, that either party may cancel on 30 days' written notice to the other party in writing. This Agreement will be reviewed annually. Contract shall be for two (2) five (5) year terms from the original Agreement date.

**FIRE DEPARTMENT REPRESENTATIVE**

**TENNESSEE VALLEY AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name Barbara A. Goss

Title \_\_\_\_\_

Title Contract Manager

Date \_\_\_\_\_

Date \_\_\_\_\_