

RESOLUTION NO. 24997

A RESOLUTION RATIFYING, CONFIRMING AND APPROVING THE EXECUTION BY THE CHIEF OF POLICE OF A FIREARMS TRAINING FACILITY COOPERATIVE AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the execution by the Chief of Police of a Firearms Training Facility Cooperative Agreement with the Federal Bureau of Investigation, a copy of said agreement being attached hereto and incorporated herein by reference, be and is hereby ratified, confirmed and approved.

ADOPTED: January 9, 2007

WSP/add

FIREARMS TRAINING FACILITY COOPERATIVE AGREEMENT

This agreement is a Cooperative Agreement entered into by the Chattanooga Police Department (CPD) and the Federal Bureau of Investigation (FBI). The legal authority for this Agreement is Title 31, United States Code (USC), Section 6305.

A Cooperative Agreement is a legal instrument used principally for transferring money, property, or services to a state or local government to accomplish a public purpose of support or stimulation where substantial involvement is expected between the federal government agency and the recipient. Title 31, U.S.C., Section 6305 provides statutory authority for federal agencies to use cooperative agreements as legal instruments to construct legal relationships between the Federal Government and state governments. Cooperative Agreements are not subject to the Federal Acquisition Regulation.

Under this Cooperative Agreement, the FBI will transfer \$5,000.00 to the Chattanooga Police Department. The specific intent of this funding is that the Chattanooga Police Department will use this money for the continuing maintenance of range facilities at the existing CPD Firearms Range located at 300 Moccasin Bend Road in Chattanooga, Tennessee. The FBI will use the range facilities for the conduct of its regularly scheduled firearms training sessions for FBI Agents, as well as regularly scheduled SWAT training sessions, and will also use the range facilities for the conduct of police firearms training schools.

In exchange for the aforementioned funding, the CPD will grant to the FBI a right to occupy and use the training facility at the above location to conduct its firearms training needs. The FBI and the CPD will schedule specific days and dates for FBI use and occupancy of the facility through mutual agreement.

As a condition precedent, the FBI agrees that its employees shall familiarize themselves with and shall abide by the rules and regulations of the use of the firearms training facility. The FBI also agrees to the following:

1. The FBI will coordinate all activities with the Chattanooga Police Department Training Unit. The Chattanooga Police Department Range Master will approve all use of the facility, reviewing all courses of fire prior to use. Munitions and weapons will be provided by the FBI and safeguarded at all times while at the facility, with a Safety Officer, representing the FBI, monitoring personnel for safety and personnel protection issues.
2. The FBI's Safety Officer will advise all personnel of range rules and safety regulations. The Safety Officer has sole responsibility for the safety and welfare of all personnel while on-site at the Chattanooga Police Department Firearms Training Facility.

3. The FBI agrees to clean the range/classroom of all trash and debris, and to leave the facility as it was originally found. All trash containers will be emptied into the provided dumpster. All brass will be picked up and removed from the site. The targets and target frames provided by the FBI will be taken down and stored or removed.
4. The FBI and its personnel agree to release and hold harmless the Chattanooga Police Department, its employees, and the City of Chattanooga from any and all liabilities arising out of or in any way connected with the use of the Chattanooga Police Department's Firearms Training Facility which result from the actions of the FBI or its personnel.

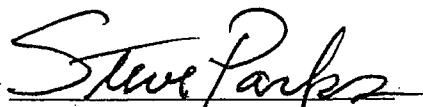
All improvements to the property will belong to the CPD and all maintenance, utilities, and other related costs will be borne by the CPD.

The FBI assumes liability for the tortious acts or omissions of its employees pursuant to the terms and procedures of the Federal Tort Claims Act. The CPD and other Tennessee law enforcement entities assume liability for the acts or omissions of their employees pursuant to the applicable laws of the State of Tennessee. With regard to any liability which may arise from the use of the firearms training facility, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own agents, servants, and/or employees in accordance with applicable Federal and state law and that neither party looks to the other to save or hold it harmless for the consequence of any negligence on the part of its own agents, servants and/or employees.

The FBI's right to occupy and use the facility shall extend for so long as the facility is used as a firearms training facility by the CPD.

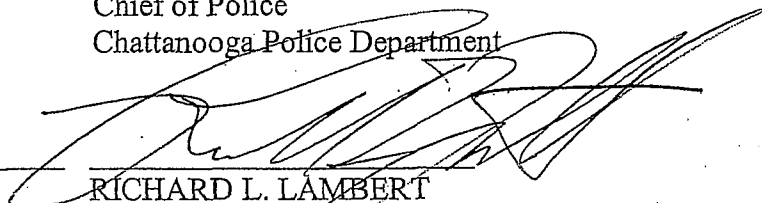
By subscription of their signature below, the parties acknowledge that they have read, understood and will abide by the foregoing statements.

DATE: 10.3.06



STEVE PARKS
Chief of Police
Chattanooga Police Department

DATE: 10/4/2006



RICHARD L. LAMBERT
Special Agent in Charge
Knoxville Division
Federal Bureau of Investigation