

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERLOCAL AGREEMENT WITH HAMILTON
COUNTY FOR CONSTRUCTION AND OPERATION OF A
FIRING RANGE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it
is hereby authorizing the Mayor to execute an Interlocal Agreement with Hamilton County for
construction and operation of a firing range.

ADOPTED: _____, 2013.

/mms

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) made and entered into by and between the CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation and political subdivision of the State of Tennessee (hereinafter referred to as “City”), and HAMILTON COUNTY, TENNESSEE, a political entity and county governmental agency of the State of Tennessee (hereinafter referred to as “County”), regarding the construction and operation of a firing range (hereinafter referred to as “Project”). This Agreement is entered into this ____ day of _____, 2013.

WITNESSETH;

WHEREAS, Tennessee Code Annotated Section 5-1-113 provides legal authority for the county legislative body of any county and the chief legislative body of any municipality that lies within the boundaries of that county to enter into any such agreements or contractual relations as may be desirable or necessary for the purpose of permitting the county and municipality to conduct, operate or maintain, either jointly or otherwise, desirable and necessary services or functions under such terms as may be agreed upon by the two entities; and

WHEREAS, City, by Resolution No. _____ and County, by Resolution No. _____, have approved entering into this Agreement; and

WHEREAS, the Project will serve the needs of the Hamilton County Sheriff’s Office, the City of Chattanooga Police Department, and the law enforcement agencies in Hamilton County, and could, pursuant to law, serve other law enforcement agencies in surrounding counties and municipalities.

NOW, THEREFORE, in consideration of the premises stated herein, the City and County do hereby agree as follows:

The general purpose of this Agreement is to provide for the joint funding for construction and operation of the Project.

Construction and Capital Improvements:

1. City and County will agree on the selection of an architect for the construction of the Project. They shall jointly work with the architect in the design of the facility prior to proceeding to construction.

2. City shall advertise for contractors and the City and County shall by agreement select the lowest and best bidder according to appropriate purchasing guidelines. City and County shall jointly administer construction of the facility.

3. City and County will jointly contribute to the construction costs of the Project based on mutually agreed upon design and contractor selection as provided in items 1 and 2 above. The County's agreed upon total contribution to the construction is \$1 million, not to exceed \$1.5 million. The City shall provide periodic detailed invoices to the County outlining the vendor description, date, purpose and amount.

4. Any future capital improvements or capital repairs shall be based upon selection of architects, construction bids, budgetary appropriations and administration in the same manner as provided in paragraphs 1-3 above. The parties shall share equally in capital repairs that are required to keep the facility in operation. Any capital improvements shall be subject to mutual approval.

5. The parties believe that grant funds are available to pay for some portions of the capital equipment. They shall cooperate to obtain any such grant and apply any proceeds to this project. Any functionally essential capital equipment that cannot be funded with grant proceeds shall be borne to the City and County equally. All other capital equipment purchases pursuant to a mutual agreement as may be agreed upon by the parties addressing the process shall be subject to mutual approval.

6. The initial term of the Agreement shall be twenty (20) years from the execution of this Agreement by the parties, and thereafter subject to yearly renewal based on the mutual agreement of the parties. Notwithstanding the provisions defining the term and renewal of this Agreement, either party may terminate this agreement following completion of construction and payment for construction

costs as herein stipulated upon giving written notice by January 1st. Termination shall take effect at the beginning of the following fiscal year (July 1) provided, however, that if either party shall terminate the contract prior to the tenth year following execution of this Agreement, the party shall be liable for fifty percent (50%) of the fixed operational cost of the facility minus the fixed cost portion of any fees collected from other entities utilizing the facility for these ten (10) years. Should either party terminate this Agreement prior to the expiration of the Initial Term, full title to the facility shall be conveyed to the other party at no cost to the receiving party.

Operation:

7. The City and County agree to share equally in the ongoing operations, maintenance, and repair of the Project as mutually agreed upon and subject to availability of funding by both parties. Such costs shall be reduced by the amount of fees collected by the City and/or County from other entities that would use the Project facility.

8. Any use of the facility by other law enforcement agencies or other entities will require a fee to be mutually agreed upon by the City and County.

9. When the construction of this firing range is completed, the Parties shall jointly convey their interest in the current firing range located on Moccasin Bend to the National Park Service.

10. Except as necessary to implement the terms of this Agreement, nothing in this Agreement shall be construed as changing the existing rights, responsibilities, and obligations of the Parties, whether arising from contract, ordinance, statute, or otherwise.

11. This is the entire agreement between the Parties. Any changes, modifications, additions and/or amendments are to be in writing and signed by each party hereto.

12. All notices pertaining to this Agreement shall be in writing, delivered to the parties hereto personally by hand, by United States mail, certified or registered, with return receipt requested. All notices shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

IN WITNESS WHEREOF this ____ day of _____, 2013

CITY OF CHATTANOOGA

By: _____

Ron Littlefield, Mayor (or Current Mayor)
City Hall, Third Floor
101 East 11th Street
Chattanooga, Tennessee 37402

With a copy to:

City Attorney
100 East 11th Street, Suite 200
Chattanooga, Tennessee 37402

HAMILTON COUNTY

By: _____

Jim Coppinger, Mayor (or Current Mayor)
208 Hamilton County Courthouse
Chattanooga, Tennessee 37402

With a copy to:

County Attorney
Room 204, County Courthouse
Chattanooga, Tennessee 37402