

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR THE MODIFICATION AND IMPROVEMENT OF THE CHATTANOOGA/HAMILTON COUNTY FIRING RANGE AT MOCCASIN BEND TO SHARE IN THE COST EQUALLY DURING FISCAL YEAR 2015-2016, UP TO THE MAXIMUM AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor and County Mayor to enter into an Interlocal Agreement for the modification and improvement of the Chattanooga/Hamilton County firing range at Moccasin Bend to share in the cost equally during Fiscal Year 2015-2016, up to the maximum amount of \$150,000.00.

ADOPTED: _____, 2015

/mem

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Hereinafter referred to as “Agreement”) is 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 upgrading and modification of the Chattanooga/Hamilton County firing range (hereinafter referred to as “Project”). This Agreement is entered into this ____ day of _____, 2015.

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, other law enforcement agencies in Hamilton County, and could, pursuant to law, serve other law enforcement in surrounding counties and municipalities.

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

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

2. City and County will share equally in all costs and modifications for the Project to upgrade and modify the Chattanooga/Hamilton County firing range during FY 2015/2016; provided, however, that County's expenditures for these modifications and improvements will not exceed One Hundred Fifty Thousand Dollars (\$150,000). These funds would be utilized to allow a new portable building transported to the site, to install a 30 Position Target System, a 90ft Running Man Target System, a force on force non-ballistic scenario-based training environment', a training lab, to upgrade the current speakers and sound system, to replace defective items currently being utilized at the range and to upgrade security and maintenance at the range as well as additional parking.

3. The initial term of the Agreement shall be ten (10) years and thereafter be subject to yearly renewal based on the mutual agreement of parties following the upgrade and modification of the Chattanooga/Hamilton County firing range during FY 2015/2016. Notwithstanding the provisions defining the term and renewal of this Agreement, either party may terminate this Agreement upon giving at least ninety (90) days written notice prior to June 30 of each year; provided, however, that no such termination shall be effective until the completion of construction and after payments for operations, maintenance, repairs and construction costs for the Project are accomplished, nor shall any such termination take effect until the beginning of the following fiscal year.

4. The City and County agree to share equally in the ongoing operations, maintenance, and repair of the Project following the upgrade and modification of the Chattanooga/Hamilton County firing range during FY 2015/2016 as set forth in Paragraph 2 and for each year during the initial term and any yearly renewal as set forth in Paragraph 3. Such costs shall be reduced by the amount of fees collected by the City and/or County from other entities that make use of the Project facility during each year of this Agreement.

5. Any use of the facility by law enforcement agencies other than the Hamilton County Sheriff's Department and the City of Chattanooga Police Department may require a fee.

6. 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.

7. 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.

8. 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 so 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 _____, 2015.

CITY OF CHATTANOOGA

By: _____

Andy Berke, 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, TENNESSEE

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