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# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE  
375 MAIN STREET

ALAN D. BAKER, CHIEF  
TERENCE M. SHANAHAN, DEPUTY CHIEF  
(203) 797-4614

February 22, 2013

## MEMORANDUM

To: Mayor Mark D. Boughton  
Members of the City Council

From: Alan D. Baker, Chief of Police

Subject: Memorandum of Understanding – FCI Danbury

On a limited number of occasions, members of the Danbury Police Department use the outdoor firearms range on the grounds of the Federal Correctional Institution – Danbury (FCI) for firearms training. The Danbury Police Department desires to continue using the FCI range and the FCI has asked us to sign an updated Memorandum of Understanding (MOU) covering terms of usage for their range. Please review the proposed MOU and grant approval to execute it on behalf of the City of Danbury

Alan D. Baker  
Chief of Police

cc: Les Pinter – Corporation Counsel



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A.D. 2013

**RESOLVED** BY THE CITY COUNCIL OF THE CITY OF DANBURY

**WHEREAS**, the Danbury Federal Correctional Institution ("FCI") has, over a number of years, authorized the use of its firing range by the Danbury Police Department; and

**WHEREAS**, it has been requested that the Police Department execute a Memorandum of Understanding, including a Waiver of Liability, setting forth stipulations of use and availability; and

**WHEREAS**, it is the best interests of the City of Danbury and its Police Department to maintain this use and relationship with the FCI in this fashion;

**NOW, THEREFORE BE IT RESOLVED THAT** Danbury Police Chief Alan D. Baker be and hereby is authorized to execute a Memorandum of Understanding between the FCI and the City of Danbury Police Department for the purposes of using a firing range on FCI property, to assist in police firearms training and such related purposes as may be necessary for the furtherance thereof.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FEDERAL CORRECTIONAL INSTITUTION - DANBURY, CT  
FEDERAL BUREAU OF PRISONS  
UNITED STATES DEPARTMENT OF JUSTICE  
AND  
DANBURY POLICE DEPARTMENT, DANBURY, CONNECTICUT**

Pursuant to authority contained in the Intergovernmental Personnel Program, 42 U.S.C. §4742(a) and (b), this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the **Federal Correctional Institution Danbury, CT**, hereinafter referred to as **FCI Danbury** and **Danbury Police Department, Danbury, Connecticut**, hereinafter referred to as **Danbury Police Department**, who hereby agree as follows:

**I. PURPOSE/SCOPE OF AGREEMENT**

- A. This Agreement is intended to establish procedures and responsibilities of each agency in order for **Danbury Police Department** to use the firing range ("the Range") for training purposes on the premises of **FCI Danbury**.
- B. This Agreement supersedes any existing written or oral agreements between the parties covering use of the Range.
- C. This Agreement applies solely to **Danbury Police Department** employees and shall not affect any pre-existing independent relationship(s) or obligation(s) between the parties on any other subject or with any third party.

**II. PERFORMANCE**

**A. FCI Danbury shall:**

- 1. Subject to availability, permit **Danbury Police Department** staff to use the Range, training building and parking area in accordance with the terms and conditions contained in this Agreement.
- 2. Provide to the **Danbury Police Department**, and update as necessary, the name(s) and contact information for **FCI Danbury** contact person(s) designated by the Warden to establish operational details to implement this Agreement and approve the scheduling of all **Danbury Police Department** activities at the BOP training facilities.
- 3. Reserve the right to exclude any individual from participating in said training or use of the Range at any time.
- 4. Have preference for use of the Range in the event of simultaneous training activities.
- 5. Ensure that prior to a scheduled use, the **FCI Danbury** contact person, instructs the **Danbury Police Department** Training Coordinator on the proper

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- inspection and safe use of the FCI Danbury range facilities, including the types of weapons and ammunition that may be used.
6. Provide notice to **Danbury Police Department** as soon as practicable after circumstances arise that would prevent a scheduled use of the Range by **Danbury Police Department** staff.
  7. Appoint an Escort Officer for each approved scheduled use to monitor the use of the Range by the **Danbury Police Department** participants.
    - a. The presence of the escort officer is solely for escort purposes. The Escort Officer is not responsible for inspecting the facilities prior to use of the facilities by **Danbury Police Department** staff or for instructing or supervising **Danbury Police Department** staff on the safe and proper use of the facilities.
    - b. The Escort Officer is responsible for drawing a key ring for the range facilities, meeting with the Danbury Police Department Training Coordinator on the date and time of the scheduled use and providing him/her with an institutional radio, issued for the duration of the scheduled use, for his/her use on the firing range.
    - c. The Escort Officer is responsible for notifying the Control Center that **Danbury Police Department** staff are in place and ready commence use of the Range. Only after the Control Center has documented this notification are **Danbury Police Department** participants allowed to use the Range.
    - d. Upon notification from the Danbury Police Department or at the conclusion of the scheduled use, the Escort Officer shall respond to the range to retrieve the institutional radio and ensure all equipment, ammunition and supplies are removed from the range area. Once all Danbury Police Department personnel have exited FCI Danbury property, the Escort Officer shall notify the Control Center that the scheduled use has concluded. The Escort Officer is also responsible for securing the range building and returning the key ring and radio to control.
  8. Control Center must acknowledge notification by the Escort Officer that the Danbury Police Department is in place at the range for a scheduled use. Control Center is responsible for notifying all necessary non-participating staff and inmates to stay clear of the range until notified that the scheduled use has concluded. The Control Center must also notify Perimeter Patrol and the Lieutenant's Office of the scheduled use and the necessity of all staff and inmates to avoid the area. Upon notification from the Escort Officer that the scheduled use has concluded, the Control Center shall notify necessary staff,

to include Perimeter Patrol and the Lieutenant's Office, that the scheduled use of the range has concluded.

9. Ensure that no inmates are working in or are permitted near the range at any time while the Danbury Police Department is present at the range.

**B. Danbury Police Department shall:**

1. Submit to the Warden of FCI Danbury, through FCI Danbury's Range Officers, a written request to use the Range at least 30 days in advance of the requested date. An email request is also a means of contact. The email address is [DAN/Lockshop&Armory@bop.gov](mailto:DAN/Lockshop&Armory@bop.gov). The dates and times of use must be mutually agreed upon between FCI Danbury and Danbury Police Department. The written request must indicate the approximate number of persons who will be attending the scheduled use, the hours of use, the types of weapons and rounds used, and the approximate number of rounds to be used.
2. Ensure that Danbury Police Department participants comply with the operational details herein established by FCI Danbury to implement this Memorandum, including FCI Danbury rules and policies concerning use of the Range and general institution safety and security, including entry/exit procedures.
3. Provide its own designated certified firearms instructors, safety officer, and/or Training Coordinator to oversee its training and use of the Range and such equipment. This designated instructor/coordinator will be responsible for all activities during the scheduled use. All actual range activities will be conducted under the supervision of a designated certified firearms instructor.
4. Supply its own weapons, ammunition, targets, and safety equipment consistent with the Range Requirements.
5. Repair or replace to the satisfaction of FCI Danbury any FCI Danbury property damaged during Danbury Police Department use of the Range.
6. Comply with all environmental laws, regulations and policy governing use of firing range and contribute to any necessary subsequent environmental clean-up attributed to Danbury Police Department's use of the Range.
7. Designate a Danbury Police Department employee to serve as a Training Coordinator, who shall:
  - a. prior to each Danbury Police Department use of the Range:
    - i. conduct an inspection, consistent with previous FCI Danbury instructions, to ensure the facilities are safe and proper for use by Danbury Police Department employees. If a defect or hazardous condition is discovered, the facilities shall not be used and the defect or hazardous condition shall be reported immediately to FCI Danbury.

- ii. ensure that **Danbury Police Department** staff utilizes the Range only when an **FCI Danbury** escort officer has met with the **Danbury Police Department** Training Coordinator and all required procedures have been completed.
  - iii. complete the top portion of the Training Coordinator Acknowledgment Form, attached and incorporated herewith as Attachment A.
  - iv. ensure that all **Danbury Police Department** staff desiring to use the training facility sign a Waiver of Liability Form, attached and incorporated herewith as Attachment B.
- b. meet with the **FCI Danbury** contact person on the date and time of the scheduled use to receive an institutional radio and any final instructions on the use of the facilities.
  - c. accompany all **Danbury Police Department** staff during their use of the training facility and instruct all **Danbury Police Department** staff on the safe and proper use of the facility and notify **FCI Danbury** staff immediately, via institutional radio, of any emergency or safety related matter.
  - d. upon completion of **Danbury Police Department** use of the Range
    - i. ensure all equipment, spent and unspent ammunition and munitions are policed, and supplies are removed from the Range
    - ii. complete the bottom portion of the Training Coordinator Acknowledgment Form, which is attached and incorporated herewith as Attachment A and submit it to the **FCI Danbury** escort officer.
    - iii. notify the **FCI Danbury** contact person via radio that the scheduled use has concluded and meet with him/her for return of the institutional radio and final instruction.
    - iv. promptly report any damage, misuse, or unsafe use of the Range, or any equipment that is in need of repair
    - v. ensure any property used for the training is cleaned up and all non-institutional items are removed. The range and the parking lot will be policed, ensuring all munitions, targets and debris are properly removed.
  - e. be familiar with the specific geographic location of the Range in the event an emergency evolves during training exercises.

### **III. GENERAL PROVISIONS**

#### **A. PERIOD OF AGREEMENT/TERMINATION**

1. This Agreement will become effective upon the date of final signatures of both parties, as designated below, and will remain in effect for a period of five (5) years, or until terminated by mutual agreement or by either party upon thirty (30) days advanced written notice to the other party.
2. This Agreement shall remain in effect during the term in office of any succeeding leadership of either party, unless terminated or modified.

**B. MODIFICATION PROCEDURES**

Either party may propose a modification to this Agreement at any time. All proposed extensions and/or modifications will be in writing and will become effective only upon the written agreement of both parties.

**C. LIABILITY AND INDEMNIFICATION**

1. The Danbury Police Department shall be solely responsible for any administrative actions and/or litigation arising from the use of the Range by its employees.
2. Each party shall notify the other party of claims related to the Danbury Police Department's use of the Range, and each party shall cooperate with the other party in the resolution of administrative actions and/or litigation arising from conduct related to this Agreement.
3. Neither party shall be responsible for delays or failures in performance from acts beyond reasonable control of such party, e.g. an institution disturbance; a natural or man-made disaster.

**D. ANTI-DEFICIENCY ACT**

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation in excess or in advance of appropriations.

**E. CANCELLATION**

Any event is subject to cancellation at the Warden's discretion. Neither the Bureau of Prisons nor FCI Danbury will be subject to monetary or other damages resulting from cancellation.

**F. DISPUTE RESOLUTION**

In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute informally through consultation and communication or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

**G. THIRD PARTY CLAIMS**

This agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right to benefit upon any other persons or entities.

**IN WITNESS WHEREOF**, the undersigned, duly-authorized officers hereby subscribe their names on behalf of **FCI Danbury and Danbury Police Department**.

**Federal Bureau of Prisons**

**Danbury Police Department**

\_\_\_\_\_  
Maureen Baird  
Warden  
FCI Danbury

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Attachment A

**TRAINING COORDINATOR ACKNOWLEDGMENT FORM**  
**FCI Danbury**

I am the designated training coordinator for the Danbury Police Department.

I hereby certify that I have received from the Federal Bureau of Prisons instruction on the proper inspection and safe use of the training facilities at FCI Danbury, including the firing range.

I assume responsibility to instruct all Danbury Police Department participants on the proper use of the training facilities, and to oversee the actual use of the training facilities by each participant.

I have conducted an inspection of the equipment and training facilities, and there is no equipment in need of repair. All safety equipment is in place and in proper working order. I further understand that if I find a defect or discover a condition with respect to the training facilities of which I am not certain that it would be safe to allow the use of the training facilities, I will not allow training to go forward and will notify FCI Danbury of the same.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

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As the training coordinator, I certify that at the conclusion of Danbury Police Department use of the training facilities, inspection of the equipment and training facilities revealed no defects or hazardous conditions and

Check One

\_\_\_ No unsafe incidents or injuries occurred during this event.

\_\_\_ The following unsafe incident or injury occurred during the event: (Attach memo or report describing nature of incident, or injury and describe action taken).

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Training Coordinator must also sign Attachment B - Waiver of Liability Form.**

**WAIVER OF LIABILITY**  
**FCI Danbury**

In consideration for being granted the privilege of using the Federal Bureau of Prisons ("BOP") training facilities at FCI Danbury, including the firing range, I hereby release and agree to hold as harmless the United States of America, the United States Department of Justice, the Federal Bureau of Prisons, FCI Danbury and its employees and agents from any and all liability for any damage or injury which I may receive while using the aforesaid training facilities from any cause whatsoever. I understand that my non-BOP employer sponsoring this activity is fully responsible for the safe condition of the training facilities and for ensuring the safe use of the training facilities by all non-BOP participants. I understand I assume the risk of any injuries or liability that may occur during this activity. I understand this activity is not sponsored by or associated with FCI Danbury, or the Federal Bureau of Prisons. Further, I understand that using the training facilities is an inherently dangerous activity. I agree to fully waive all claims against the aforesaid parties for any injury that I may sustain while using the FCI Danbury training facilities, and I assume all risk for participating in the said training and am fully aware that personal danger could be involved. I understand these training facilities may not be inspected by Bureau of Prisons officers on a daily basis, and that I should inspect and make myself aware of any hazardous conditions prior to my use. I will not use the training facilities if a defect or hazardous condition exists and shall immediately report any defect or hazardous condition to the BOP contact person.

This release of liability and agreement by me to the United States of America, the United States Department of Justice, the Federal Bureau of Prisons, FCI Danbury and its employees and agents shall so apply to any right of action that might accrue to myself, my heirs, or my personal representatives. By signing this waiver, I agree to abide by all posted safety rules, and all known Bureau of Prisons policies regarding institution access, security and safety, and use of the training facilities.

PLEASE PRINT: Agency Name: \_\_\_\_\_  
Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**EACH PARTICIPANT MUST READ, SIGN AND DATE WAIVER OF LIABILITY**