City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO.	1 C
COUNCIL MEETING	6/3/10
APPROVED BY	
DEPARTMENT DIRECTOR	JERRY DYER
CITY MANAGER	

June 3, 2010

FROM: JERRY DYER, Chief of Police
Police Department

BY: TOM LABAND, Lieutenant
Training Bureau

SUBJECT: APPROVE THE REVISED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FRESNO AND CALIFORNIA NATIONAL GUARD, FOR USE OF TRAINING FACILITIES

RECOMMENDATIONS

It is recommended that the City Council approve the Agreement between the City of Fresno and the California National Guard, for use of training facilities.

EXECUTIVE SUMMARY

The City of Fresno has entered into a Military Construction Cooperative Agreement as amended on May 20, 2010 (MCCA) with the National Guard Bureau (NGB). The NGB has agreed to provide $560,000 towards construction costs of the Fresno Police Department Regional Training Center (FPDRTC). It is estimated that no more than $20,000 of those funds will be required to provide upgrades to one of the FPDRTC's pistol ranges so that it meets NGB standards. The balance of the funds will be available as the NGB's contribution to the construction of the FPDRTC. Pursuant to the MCCA, the NGB funding is contingent on this Memorandum of Agreement being executed between the City of Fresno and the California National Guard (CNG) before June 10, 2010, for long term usage of the upgraded FPDRTC pistol range.

BACKGROUND

The CNG is required to conduct weapons qualification and proficiency training for stationed and deploying personnel. At this time, the CNG does not possess suitable facilities to conduct their qualifications and training. The construction funds provided for in the MCCA are contingent on a Memorandum of Agreement to be negotiated and executed between the City of Fresno and the CNG before June 10, 2010, which will allow the CNG to use the FPDRTC facilities for small arms weapons training for a period of 25 years. During the term of this Memorandum of Agreement the CNG will utilize the FPDRTC facilities at no cost. The CNG anticipates that approximately 250-300 of their personnel will qualify/train annually, primarily on weekends when the FPDRTC ranges will normally not be in use by law enforcement.

On April 22, 2010, Council approved a Memorandum of Agreement between the City of Fresno and the 144th Fighter Wing. Prior to the Agreement being signed by the other party the CNG's Judge Advocate determined that the Agreement required limiting federal indemnity obligations in order to comply with federal requirements, and to add the CNG as the correct signatory party. This revised Memorandum of Agreement with the CNG

Presented to City Council
Date 6/3/10
Disposition rec/approved

corrects those issues and has received appropriate review and approval to form by the Judge Advocate's Office and the City Attorney's Office, and will supersede entirely the version approved on April 22, 2010.

FISCAL IMPACT

The NGB will fully fund the pistol range upgrades to NGB specifications. The remaining funds will be utilized for operational start up costs, and debt service payments for the FPDRTC.

JPD:tl
5/17/10

Attachments: Revised Memorandum of Agreement between City of Fresno and California National Guard

CITY OF FRESNO
City Clerk's Office (Original)

CITY OF FRESNO POLICE DEPARTMENT
REGIONAL TRAINING CENTER
6375 W. Central Ave.
Fresno, CA 93706
Phone: 559-621-2157 Fax: 559-621-2175
MEMORANDUM OF AGREEMENT
FOR USE OF TRAINING FACILITIES

This Agreement made and entered into this [7th] day of June, 2010 by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY") and the CALIFORNIA NATIONAL GUARD (Previously referred to as the Fresno Air National Guard or "FANG" which shall hereinafter be correctly referred to as "CNG").

RECITALS

WHEREAS, CITY owns and operates certain Training Facilities on its property in the City of Fresno, State of California; and

WHEREAS, CNG is required to conduct weapons qualification and proficiency training for stationed and deploying personnel and does not possess suitable facilities to conduct a range of live-fire small arms and heavy weapons training to include use of the M9 (9mm), M4/M16 series (.223), M249 (.223), M240B (.762) and Barrett Sniper Rifle (50 cal); and

WHEREAS, this Agreement satisfies the requirement in the Military Construction Cooperative Agreement No. W912LA-10-2-2104 ("MCCA"), dated February 11, 2010, as amended, between CITY and the National Guard Bureau ("NGB") which in exchange for contribution of funds by NGB to CITY for construction of the Training Facilities, CNG and CITY would enter into this Agreement for the non-exclusive use by CNG of said Training Facilities for small arms qualification and other weapons training for a period of 25 years at no cost (other than reimbursement for non-normal wear and tear); and

WHEREAS, CITY is agreeable to said use of its Training Facilities and hereby grants permission for said use upon the terms and conditions herein and CNG agrees to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration for the use of the Training Facilities it is mutually agreed as follows:

1. Description of Property. The property subject to this Agreement is that property located at 6375 W. Central Ave., and adjacent land and structures commonly known as follows: Fresno Police Department Regional Training Center ("Training Facilities"), which consists of Smart Classrooms, Mat Room. Six Tactical Pistol Ranges, 200 Yard Rifle Range and Sniper

Tower, Tactical Training House, K-9 Field and an Emergency Vehicle Operations Course (EVOC) with Pit, Skid Pad and Pursuit Course.

2. Purpose. CNG is hereby given a nonexclusive license to use the Training Facilities for meeting and training purposes only. This license also includes (i) non-exclusive access to classroom and restroom space, a phone and one internet-connected computer at the Training Facilities; and (ii) exclusive access to space designated by CITY on the premises of at least 8'x8'x20' where CNG may place its CONEX type storage container, or similar, for storage of CNG's equipment such as targets and other training aids (i.e., non-ammo and non-arsenal). CNG's anticipated use is estimated at about 250-300 shooters per year primarily on weekends. However, large scale deployment of weapons or change in Army or Air Force Guidance on frequency of qualification may increase estimated shooters to 800-1000 per year. This license is personal to CNG and shall not be assigned. Any attempt to assign the license shall automatically terminate it. No legal title or leasehold interest in the Training Facilities or premises is created or vested in CNG by the grant of this license.

3. Term of Agreement. The term of this Agreement shall be for 25 YEARS commencing on [7 Jun], 2010 and shall continue until [7 Jun], 2035 or until rescinded by either party upon 120 calendar days' written notice to the other party's designated representative set forth herein. Minor modifications to the Agreement to facilitate changes in conditions and/or operational requirements as agreed to by the parties will be incorporated by amendment as provided herein.

4. Reservations for Facilities. CNG will notify CITY in advance of scheduled Unit Training Assembly ("UTA") periods for the fiscal year (October through September) not later than August 15th of each year. CNG shall request in writing specific days and specific times for non-UTA use of the Training Facilities as far in advance as possible and, in any event, at least 10 calendar days prior to the date of the requested use except in case of emergency. The notification and the requests shall be submitted to the Fresno Police Department Training Facility, 6375 W. Central Avenue, Fresno, California 93706, which will then dispatch a written confirmation of the reservation. It is understood that other contracting parties with the CITY may have a similar use of the Training Facilities, and reasonable accommodation of all such parties is the desired objective. However, one range constructed in accordance with Air National Guard standards pursuant to the MCCA ("Range #6") will be designated as primary for use by CNG, and CNG will have priority use of this range during pre-scheduled UTA periods, and other periodic non-UTA periods as reasonably scheduled in advance in accordance with this provision. CNG's use of other amenities of the Training Facilities will be subject to availability, and CNG acknowledges that criminal justice agencies will be given priority use of same.

REQUEST FOR FACILITY USAGE SHALL BE SUBMITTED TO:

FRESNO POLICE DEPARTMENT
REGIONAL TRAINING CENTER
6375 W. Central Ave.
Fresno, California 93706
Phone: 559-621-2157 FAX 559-621-2175

5. Limitations.

(a) The use of the Training Facilities is subject to the understanding that the facility is/can be reserved only if not in use by the CITY or other similar contracting parties with the CITY.

(b) CNG's use of the Training Facilities is subject to the completion of construction of the Training Facilities by CITY and payment of $560,000 by CNG to CITY in accordance with the MCCA. In the event the MCCA is terminated prior to its expiration, this Agreement shall automatically terminate and neither party hereunder will be obligated to the other.

(c) Except for Range #6, CITY reserves the right to use the Training Facilities at all times, and may terminate scheduled use of the Training Facilities by notice to CNG's designated representative:

SMSgt James Lane
(559) 454-5244
Fax: (559) 454-5370
James.layne@cafres.ang.af.mil

5323 E. McKinley Ave
Fresno, Ca 93727

This shall be CNG's designated representative for all coordination between CITY and CNG, or such other representative as CNG may from time to time designate in a written notice to CITY.

(d) CITY reserves the right to close the Training Facilities during times of emergency, when needed by the Fresno Police Department for its activities, and for repair and maintenance.

(e) The use of the Training Facilities is subject to the understanding that all of the Training Facilities are made available on an "as is" condition.

(f) CNG acknowledges that it has inspected the Training Facilities prior to use. CNG recognizes and accepts that CITY is making no representation that the Training Facilities are suited for training or qualification of any kind and CNG accepts the Training Facilities with all defects, latent or patent, other than those identified at the time of inspection.

(g) No private use of the Training Facilities is permitted, except as expressly provided for in the then current Fresno Police Department Regional

Training Center Operations Manual ("Manual") as the Fresno Police Department may amend from time-to-time, prescribing procedures and conditions in utilizing the Training Facilities, a copy of which is attached and incorporated into this Agreement (including any future amendments) as if fully set forth herein. Guests and non-CNG members or persons not expressly included with CNG's prescribed use of the Training Facilities, are not allowed to enter the Training Facilities without the prior express written consent of the Fresno Police Department Regional Training Center Supervisor who may in his/her sole discretion require the person to complete a City of Fresno release form (depending upon the nature and purpose of the entry, the form may or may not be the form attached in **Exhibit A**). In any event, all such guests and non-CNG members or persons shall be the sole responsibility of CNG and subject to all Fresno Police Department Training Center rules, regulations and directions of its staff.

(h) CNG will maintain the Training Facilities in a safe operative condition while in use by the CNG and will conduct adequate periodic inspections prior to and at the conclusion of each use to that end.

(i) All range firing will be under direct supervision of competent Rangemasters who have completed a government approved firearms/rangemaster instructor course (e.g., POST). CNG'S use of the firing ranges must be conducted in compliance with the then current Manual. A copy of all Rangemaster certifications must be on file with the CITY prior to the use of the firing ranges.

(j) Utilities (water, electricity, phone and internet) that are available without alteration or modification by CITY will be supplied without charge and the repair and maintenance of the Training Facility will be the responsibility of CITY.

(k) CNG will contact the Fresno Police Department Duty Office at (559) 621-2375 whenever a unit enters the Training Facilities for a reserved period of use that is during non-business hours as set forth in the then current Manual. CNG shall be responsible for ensuring that the entrance remains locked and secure at all times with alarm activated.

(l) Any improvements installed or provided by CNG shall be submitted to CITY in writing and are subject to the written approval by CITY prior to the installation period. Approval by CITY is in CITY's sole and absolute discretion, and may be withheld for any reason. Fixtures shall remain following termination or expiration of this Agreement.

(m) CITY, or its duly authorized representatives or agents, may enter upon said premises at any and all reasonable times during the term of this Agreement for the purpose of determining whether the CNG is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of CITY.

(n) CNG shall supply its personnel with all equipment necessary to use the Training Facilities (e.g., targets, ammunition, weapons and other equipment necessary for any use of the firing range). If available, CNG may use CITY-owned "tactical training" gear for use in the Tactical Training House.

(o) After each use of the Training Facilities, CNG's personnel shall leave the Training Facilities in the same condition it was in before use including, but not limited to, removal of shell casings and all other debris when using the firing range. If the Training Facilities are not adequately restored to the same condition it was in before use, the CITY reserves the right to charge CNG for the costs the CITY incurs in restoring the Training Facilities to their prior condition.

(p) CNG shall not interfere with the use of the Training Facilities by other users.

(q) CNG may install on the one internet-connected computer to which it has access, appropriate drivers to allow for a smart card reader to be used to enter data into government databases.

(r) CNG may use its smoke grenades and tear gas in training areas designated by CITY for this purpose, subject to procedural restrictions contained in the then current Manual.

(s) CNG may conduct night firing, subject to scheduling in advance with CITY for this express activity and subject to procedural restrictions contained in the then current Manual.

(t) CNG's security force point of contacts shall use necessary access credentials provided by CITY to gain access to the Training Facilities during scheduled usage periods.

(u) CNG shall review any CITY-proposed amendments to the Manual, and provide to CITY comments for CITY's consideration, addressing issues unique to CNG.

6. Liability/Claims

(a) All claims against CNG arising out of the activities encompassed within this agreement are subject to the Federal Tort Claims Act.

(b) All claims for damages caused by the CNG to CITY property, excluding normal wear and tear, shall be initiated by submission of a Standard Form 95 (**Exhibit C**) to:

Claims
Office of The Staff Judge Advocate-Box 14
California National Guard State Headquarters
9800 Goethe Rd.
Sacramento CA 95826

(916) 854-3505

(c) CNG shall not use CITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

(d) CNG acknowledges that the Training Facilities and activities involving firearms, physical agility and contact, K-9 training, and law enforcement specialized driver training have inherent dangers that no amount of care, caution, instruction or expertise can eliminate.

(e) This Section 6 shall survive expiration or termination of this Agreement.

7. Self-insurance. CNG is self-insured as evidenced by the Certificate of Self-Insurance (**Exhibit B**). CNG's Certificate of Self-Insurance shall at all times during the life of this agreement be deemed sufficient in satisfaction of all insurance requirements.

8. Conformity with Law and Safety. CNG shall observe and comply with, and shall ensure that its personnel utilizing the Training Facilities observes and complies with, all applicable requirements contained in the then current Manual and with all applicable laws, ordinances, codes and regulations of all governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over aspects of this Agreement. The use of the Training Facilities by CNG shall be in accordance with the then current Manual and these laws, ordinances, codes and regulations.

9. Accidents. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, CNG shall immediately notify the Fresno Police Department Regional Training Center Administrator, Duty Office, in person or by telephone. CNG shall promptly submit to CITY and the Fresno Police Department Regional Training Center a written report, in such form as may be required by CITY, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and work address of the injured or deceased person(s); (2) a detailed description of accident and whether any of CITY's equipment, tools, material or staff were involved.

10. Drug-Free Workplace. CNG and CNG's servicemembers shall comply with the CITY's policy of maintaining a drug-free workplace. Neither CNG nor CNG's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine and amphetamines, at the CITY facility, including the Training Facilities. If CNG or any employee of CNG is convicted or pleads nolo contendre to a criminal drug statute violation occurring at a CITY facility or work site, the CNG within 5 days thereafter shall notify the Fresno Police Department Regional Training Center. Violation of this provision shall constitute a material breach of this Agreement.

11. Non-discrimination. CNG will comply with all applicable federal requirements pertaining to non-discrimination to include the relevant Federal Law, Department of Defense Instructions, Army Regulations, and Air Force Instructions.

12. Binding. Subject to Section 13 below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties'

respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

13. Assignment of Agreement. Nothing contained in this Agreement shall be construed to permit assignment or transfer by CNG of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

14. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

15. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

16. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

17. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

22. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

23. Modification of Agreement. This Agreement may be supplemented, amended or modified only by mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

24. Authority to Contract. By signing on the signature page below, the CNG's signatory warrants and represents that she/he executed this Agreement in his/her authorized capacity and by her/his signature on this Agreement, she/he or the entity upon behalf she/he acted, executed this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below, and CITY has hereunto caused its corporate name to be signed by its Chief of the Fresno Police Department who hereunto is duly authorized the day and year written below:

CALIFORNIA NATIONAL GUARD:

By: _____
Charles E. Bourbeau
Colonel, National Guard Bureau,
United States Property & Fiscal
Officer for California

DATE: 6/7/10

CITY OF FRESNO:

By: _____
For Jerry Dyer, Chief of Police
Fresno Police Department

DATE: 6/7/10

ATTEST
Rebecca E. Klisch
City Clerk

By: Cindy Bruer
(Deputy)

Date: 6/3/10

APPROVED AS TO FORM:
James Sanchez
City Attorney

By: _____
(Deputy Coyle

Date: 5-19-10

Attachments:

Exhibit A – INTENTIONALLY OMITTED
Exhibit B – Certificate of Self-insurance
Exhibit C – Standard Form 95 (Claim for Damage, Injury)

EXHIBIT A

INTENTIONALLY OMITTED

EXHIBIT B

CERTIFICATE OF SELF-INSURANCE

CERTIFICATE OF SELF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This is to certify that the State of California/California National Guard (CNG) is self-insured for all liability coverage and permissively self-insured for worker's compensation coverage.

Funds are available for damages caused by negligent acts by military personnel acting within the scope of their duties. Claims for damages may be submitted as follows:

Against the State of California: **State Board of Control**
926 J Street, Suite 300
Sacramento, CA 95814

Against the National Guard:
(United States) **Staff Judge Advocate (Claims Office)**
Office of the Adjutant General
9800 Goethe Road
Post Office Box 269101
Sacramento, CA 95826-9101

Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued, there may be restrictions by law as to what may be paid by the State of California or the Federal government.

Subject matter of this certificate: The CNG Memorandum of Agreement for Use of Training Facilities with the City of Fresno. Specifically, all CNG activities at Fresno Police Department Regional Training Center, 6375 W. Central Ave. Fresno, CA 93706

Date issued: 10 May 2010

Issued to: City of Fresno

Issued by: Joint Headquarters, California National Guard, 9800 Goethe Road, Post Office Box 269101, Sacramento, CA 95826-9101

David L. Kauffman
LTC, JA, CA ARNG
Acting State Staff Judge Advocate

EXHIBIT C

STADARD FORM 95

CLAIM FOR DAMAGE, INJURY OR DEATH

CLAIM FOR DAMAGE, INJURY, OR DEATH	**INSTRUCTIONS:** Please read carefully the instructions on the reverse side and supply information requested on both sides of the form. Use additional sheet(s) if necessary. See reverse side for additional instructions.	FORM APPROVED OMB NO. 1105-0008

1. Submit To Appropriate Federal Agency:	2. Name, Address of claimant and claimant's personal representative, if any. *(See instructions on reverse.) (Number, street, city, State and Zip Code)*

3. TYPE OF EMPLOYMENT ☐ MILITARY ☐ CIVILIAN	4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT	7. TIME *(A.M. or P.M.)*

8. Basis of Claim *(State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof) (Use additional pages if necessary.)*

9. PROPERTY DAMAGE

NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT *(Number, street, city, State, and Zip Code)*

BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. *(See instructions on reverse side.)*

10. PERSONAL INJURY/WRONGFUL DEATH

STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT.

11. WITNESSES

NAME	ADDRESS *(Number, street, city, State, and Zip Code)*

12. *(See instructions on reverse)* **AMOUNT OF CLAIM** *(In dollars)*

12a. PROPERTY DAMAGE	12b. PERSONAL INJURY	12c. WRONGFUL DEATH	12d. TOTAL *(Failure to specify may cause forfeiture of your rights.)*

I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.

13a. SIGNATURE OF CLAIMANT *(See instructions on reverse side.)*	13b. Phone number of signatory	14. DATE OF CLAIM

CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM	**CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS**
The claimant shall forfeit and pay to the United States the sum of $2,000 plus double the amount of damages sustained by the United States. *(See 31 U.S.C. 3729.)*	Fine of not more than $10,000 or imprisonment for not more than 5 years or both. *(See 18 U.S.C. 287, 1001.)*

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 38 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

B. *Principal Purpose:* The information requested is to be used in evaluating claims.

C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.

D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".

INSTRUCTIONS

Complete all items - insert the word NONE where applicable

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY DAMAGES IN A **SUM CERTAIN** FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN **TWO YEARS** AFTER THE CLAIM ACCRUES.

Any instructions or information necessary in the preparation of your claim will be furnished, upon request, by the office indicated in Item #1 on the reverse side. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplemental regulations also. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with said claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file claim for both personal injury and property damage, claim for both must be shown in Item 12 of this form.

The amount claimed should be substantiated by competent evidence as follows:

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

(b) In support of claims for damage to property which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to completely execute this form or to supply the requested material within two years from the date the allegations accrued may render your claim "invalid". A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

Failure to specify a sum certain will result in invalid presentation of your claim and may result in forfeiture of your rights.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden,

to Director, Torts Branch
Civil Division
U.S. Department of Justice
Washington, DC 20530

and to the
Office of Management and Budget
Paperwork Reduction Project (1105-0008)
Washington, DC 20503

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.

15. Do you carry accident insurance? ☐ Yes. If yes, give name and address of insurance company *(Number, street, city, State, and Zip Code)* and policy number. ☐ No

16. Have you filed claim on your insurance carrier in this instance, and if so, is it full coverage or deductible?

17. If deductible, state amount

18. If claim has been filed with your carrier, what action has your insurer taken or proposes to take with reference to your claim? *(It is necessary that you ascertain these facts)*

19. Do you carry public liability and property damage insurance? ☐ Yes. If yes, give name and address of insurance company *(Number, street, city, State, and Zip Code)* ☐ No