

**LICENSE AGREEMENT FOR THE MANATEE TECHNICAL COLLEGE/CITY OF
BRADENTON LAW ENFORCEMENT TRAINING CENTER**

This License Agreement (hereinafter "Agreement") for the Manatee Technical College/City of Bradenton Law Enforcement Training Center (hereinafter "Facility") is made and entered into this _____ day of _____, 20____, by and between the City of Bradenton, a Florida municipality existing under the laws of the State of Florida, the School Board of Manatee County, a public body corporate, existing under the laws of the State of Florida (collectively hereinafter referred to as "Licensors"), and the City of North Port, Florida on behalf of the North Port Police Department (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensors own and operate a firearms training facility known as the Manatee Technical College/City of Bradenton Law Enforcement Training Center, located at 38626 Taylor Road, Myakka City, Florida 34251, for the primary benefit of the Bradenton Police Department and the Manatee Technical College Law Enforcement Academy; and

WHEREAS, Licensee is desirous of using the Facility for the continued marksmanship, driving skills and training of its employees; and

WHEREAS, Licensors have the power to grant this license to Licensee to use the Facility subject to the terms and conditions contained herein.

IN CONSIDERATION of the covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, Licensors and Licensee do mutually agree as follows:

Section 1. PREMISES AND PERMITTED USE

1.01 Licensors grant Licensee a revocable license to use in common with others the Facility, which includes a firearms range, a driving pad, a simulation house, and a classroom.

1.02 In order to use the Facility, Licensee must schedule the dates and times for such use with the designated Range Officer (exceptions may be made for law enforcement involved shootings). Use of the Facility by Licensee is restricted to the normal Facility operating hours of 7:00 a.m. to 10:00 p.m., subject to availability. The designated Range Officer will schedule the use of the Facility on a first-come, first-serve basis. However, Licensors shall have priority over Licensee in the use of the Facility at all times and Licensee shall not interfere with any use of the Facility by Licensors at any time. Licensee acknowledges and agrees that portions of the Facility may be scheduled for other events at the same time as Licensee, as long as a safety conflict does not arise.

1.03 Only Licensee's sworn personnel and Police Explorers associated with Licensee will be authorized to use the Facility. Sworn personnel are defined as a law enforcement officer, a part-time law enforcement officer or a reserve law enforcement officer as set forth in Section 943.10, Florida Statutes. All Police Explorers will be required to sign a separate release and waiver of liability, along with their parent/guardian, prior to using the Facility.

Section 2. TERM OF AGREEMENT

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a twelve (12) month period from _____, 20__ through _____, 20__. The term of this Agreement may be extended by Licensee for one additional twelve (12) month period by providing written notice to the Licensors no less than 30 days prior to the end of the original term, subject to the approval of the Licensors. However, either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party. The City of North Port Commission hereby authorizes its City Manager or its City Manager's authorized designee to terminate this Agreement whenever the City Manager determines it is in the City's best interest, pursuant to the terms of this Agreement.

Section 3. DUTIES AND RESPONSIBILITIES OF LICENSEE

3.01 At all times during Licensee's use of the Facility, and as a condition of such use, Licensee shall provide the following at its own expense:

- (a) A firearms instructor(s) qualified by the Florida Criminal Justice Standards and Training Commission (CJSTC) or other qualified subject-matter expert;
- (b) Targets/Backers;
- (c) Gun cleaning equipment;
- (d) Eye protection, and ear protection; and
- (e) Ammunition pre-approved by the Range Officer for use at the Facility.

3.02 At all times during Licensee's use of the Facility, and as a condition of such use, Licensee shall ensure its certified instructor(s) and employees comply with the following:

- (a) Licensee shall not use the Facility unless Licensee's certified firearms instructor(s) are present.
- (b) Shotguns using 00 buck loads may be fired only within a distance where the shooter can maintain shots on the target.

- (c) Machine guns may be fired in full automatic mode only within a distance where the shooter can maintain shots on the target. Firing shots from machine guns from any other location is prohibited.
- (d) All employees and other personnel using the Facility will fire only from distances where they can maintain shots within a standard target. For example, if an individual can maintain shots within the target from distances of 15 yards, but is unable to do so at distances beyond 15 yards, that individual would not be authorized to shoot from beyond the 15 yard line until training and practice have increased the individual's skills to the point that shots could be kept in the target from distances beyond the 15 yard line. It is the responsibility of the Licensee to ensure that the Licensee's certified instructor(s) and employees meet and enforce this standard.
- (e) Firearms or other equipment may be cleaned only in the designated area of the range. The cleaning of firearms in any other area is prohibited.
- (f) Eye and ear protection must be worn within 100 yards of any person discharging a firearm.
- (g) The Facility must be cleaned prior to vacating the Facility. Such cleaning includes, but is not limited to picking up all shell casings and live ammunition; removal of all targets; cleanup of all trash, cups, papers, training aids, eye and ear protection, spills and stains; and securing of audio/visual equipment.
- (h) Use of chemical agents at the Facility is restricted to O.C. spray/foam familiarization training. All other chemical agents are prohibited. O.C. spray may be used only in areas designated by the Range Officer. Use of O.C. spray in the range is prohibited.
- (i) Licensee will ensure that all vehicles are parked in designated parking areas as assigned by Licensor.
- (j) Licensee shall not store any firearms, ammunition, targets, cleaning equipment or training equipment at the Facility.
- (k) All CJSTC-FDLE firing range rules will be in effect.
- (l) When not on the designated firing line, all handguns will be holstered. All long guns will be carried with the empty chamber exposed and, if applicable, the magazine removed.
- (m) The barrel and chamber of the weapon should be visually inspected prior to loading before the first round of the training.
- (n) All firing will be at targets as directed by the firearms instructor. No weapon will be pointed above a horizontal plane unless directed to do so by the firearms instructor.

- (o) Firing from places other than the firing line is prohibited unless part of an approved advance shooting course.
- (p) No one will go forward of the designated firing line without permission of the firearms instructor. All dry firing must be done at firing points, the same as live firing. Cease fire means no more rounds will be fired.
- (q) At all time, firearms will be treated as though they are loaded.
- (r) The use of cell phones or smart phones is prohibited while on the firing line with the exception of firearms instructors using cell phones for timing or video.

3.03 A breach of any of the restrictions contained in Section 3.02 or elsewhere in this Agreement shall be considered a default of this Agreement and will result in Licensor's immediate termination of this Agreement and Licensee's license to use the Facility.

3.04 Any costs incurred by the Licensor due to damage any Facility equipment resulting from the Licensee's use of the Facility shall be reimbursed by the Licensee to the Licensor within 30 days of an uncontested invoice for such costs.

3.05 Accidental discharges shall be reported to the range officer as follows:

- (a) Shots fired on the range and contained within the range that do not cause any injury or property damage do not require reporting. However, any injuries, damage to property, or shots fired anywhere outside of the range or that may have escaped containment of the range must be reported to the range officer immediately and will require a written report; and
- (b) Licensee's employees and/or personnel involved in or witnessing a reportable accidental discharge will remain at the Facility, unless injured, to complete any necessary reports. Licensee's employees and personnel, and any other witnesses, are required to assist in the reporting process, give a statement, and make their firearm available for inspection and testing.

3.06 Licensee shall abide by all rules and regulations that Licensor may from time to time make or adopt for the care, protection and operation of the Facility.

Section 4. DUTIES AND RESPONSIBILITIES OF LICENSOR

Licensor shall provide the following:

- (a) A range and/or a driving pad and/or simulation house;
- (b) A range officer to demonstrate the proper use of Facility equipment; and

(c) A classroom for training, if available.

Section 5. COMPENSATION

5.01 The following rates will be in effect for the term of this Agreement:

- | | |
|--|-------------------------------|
| (a) Classroom - | \$30.00/hour |
| (b) Driving Pad - | \$50.00/hour (4 hour minimum) |
| (c) Driving Pad (CJ Training Center - | \$250.00/day |
| (d) Shoot House (Sim Rounds Only) - | \$25.00/hour (4 hour minimum) |
| (e) 50 Yard Pistol Range - | \$30.00/hour (4 hour minimum) |
| (f) 50 Yard Pistol Range (CJ Training Center) - | \$150.00/day |
| (g) 200 Yard Rifle Range - | \$35.00/hour (2 hour minimum) |
| (h) Weekend Premium - | \$20.00/hour additional |
| (i) Range Cleanup Fee (if Licensee fails to cleanup) | \$200.00 |

5.02 Payment due dates, late payments, and interest shall be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq.

Section 6. INDEMNIFICATION

6.01 To the fullest extent permitted by Florida laws and regulations and subject to the limitations contained in Section 768.28, Florida Statutes, Licensee agrees to protect, defend, reimburse, indemnify, save and hold Licensor, its officers, agents and employees and each of them, harmless from any and all claims, expenses, fines, costs, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever to the extent caused by the negligent or intentional acts or omissions of Licensee or its instructor(s), officers, agents, employees, invitees, or guests, arising out of Licensee's use of the Facility, including, but not limited to, the Facility, the exterior of the Facility and grounds, parking areas, pedestrian walkways, vehicular paths, and grassy areas, or performance of this Agreement. Licensee shall have no obligation to indemnify Licensor for any claim, damage, loss, or injury to the extent caused by the negligent or intentional acts or omissions of Licensor or its officers, agents, or employees. Licensee shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, reasonable attorney's fees, including attorney's fees on appeal, and costs to defend all claims or suits in the name of Licensor, when applicable. This Agreement does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties.

6.02 Licensee agrees to defend all actions in the name of Licensor. All costs and fees associated therewith shall be the responsibility of Licensee under this indemnification provision. Licensor must provide Licensee with all available information and assistance that Licensee may reasonably require regarding any claim. In the event of a claim, Licensor must promptly notify Licensee in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Licensee

shall not be responsible for any settlement entered into by Licensor without Licensee's prior written consent, which shall not be unreasonably withheld.

6.03 Nothing contained herein is intended nor shall it be construed to waive Licensor's or Licensee's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this Section shall survive the execution, delivery and performance of this Agreement. Compliance with the insurance requirements as attached hereto will not relieve Licensee of its liability or obligation to indemnify Licensor as set forth in this Section.

Section 7. INSURANCE

7.01 Licensee will maintain the following limits and coverage uninterrupted or without amendment throughout the term of this Agreement. In the event Licensee becomes in default of the following requirements, Licensor reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Licensor is an additional insured.

7.02 Required Coverage – Minimum Limits

- (a) Commercial General Liability – The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the operations performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting from, arising out of, or in connection with, ongoing operations performed by, or on behalf of, the Licensee under this Agreement or the use or occupancy of the Facility by, or on behalf of, the Licensee in connection with this Agreement.

	Agreement Specific
General Aggregate	\$300,000
Each Occurrence	\$300,000

- (b) Workers' Compensation and Employer's Liability – The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be maintained in force by Licensee during the term of this Agreement for all employees engaged in operations under this Agreement. The limits of coverage will not be less than:

Part One (Workers' Compensation): Florida Statutory
Part Two (Employer's Liability):

Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

- (c) Business Automobile Liability – The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be maintained in force by

Licensee during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, and hired vehicles. The limits of coverage will not be less than:

Bodily & Personal Injury Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate	\$300,000
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Section 8. ASSIGNMENT

Licensee will not assign this Agreement without the prior written consent of Licensor.

Section 9. USE OF PREMISES

Licensee shall allow no waste or injury to the Facility. In the event such waste or injury does occur upon the Facility as a result of misuse or neglect by Licensee's employees, personnel, or certified instructor(s), then Licensee shall be responsible for all necessary repairs to the Facility. Licensor shall determine the extent of repairs deemed necessary.

Section 10. ACCEPTANCE OF PREMISES

In executing this Agreement, Licensee agrees it has made a full examination and inspection of the Facility and equipment and that said Facility and equipment are adequate and in satisfactory condition for the uses contemplated and further that Licensee accepts said Facility and equipment AS IS. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE FACILITY OR THE USE AND OCCUPANCY AUTHORIZED OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Section 11. ASSUMPTION OF RISK

LICENSEE HEREBY ACKNOWLEDGES AND ACCEPTS THAT ENTERING AND USING THE FACILITY AND TAKING PARTS IN ACTIVITIES AT THE FACILITY, WHICH INCLUDE, BUT ARE NOT LIMITED TO, INSTRUCTION AND TRAINING IN THE USE OF FIREARMS, THE DISCHARGE OF FIREARMS, THE FIRING OF LIVE AMMUNITIONS, DRIVING ACTIVITIES, AND ALL ASSOCIATED ACTIVITIES, ARE INHERENTLY DANGEROUS AND CONTAIN INHERENT RISK, INCLUDING THE RISK OF SERIOUS INJURY OR DEATH, THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. UNDERSTANDING SUCH DANGERS AND RISKS, LICENSEE VOLUNTARILY AND FREELY ASSUMES ANY AND ALL SUCH RISK OR HARM, INJURY OR DEATH WHILE IT OR ANY OR ITS CERTIFIED INSTRUCTORS, AGENTS, EMPLOYEES, MEMBERS, INVITEES OR GUESTS ARE PRESENT AT OR USING THE FACILITY.

Section 12. COMPLIANCE WITH LAWS

Licensee shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of

the United States of America, State of Florida, Licensor and any other public authority which may be applicable to the use of the Facility by Licensee. Licensee shall obtain, at its expense, any and all required permits and licenses.

Section 13. LICENSE NOT A LEASE

This Agreement shall not be deemed to be a lease of the Facility by Licensor, but rather a revocable license granted to Licensee by Licensor to use and occupy the Facility under the terms and conditions stated herein. No leasehold interest in the Facility is conferred upon Licensee under the provisions hereof.

Section 14. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement represents the entire and integrated agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may not be altered, amended, modified or otherwise changed, nor may any of the terms hereof be waived, except by a written instrument executed by all parties. The failure of a party to seek redress for violations of, or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment in the future of any covenant, term, condition or election, but the same shall continue to remain in full force and effect.

Any amendments changing Licensee's financial obligations under this Agreement shall require approval by the City of North Port Commission. The City of North Port Commission hereby authorizes its City Manager or its City Manager's authorized designee to approve and execute all Agreement amendments on behalf of Licensee that do not change Licensee's financial obligations under this Agreement.

Section 15. GOVERNING LAW AND VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Section 16. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

Section 17. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and address unless otherwise specified herein:

To Licensor

City of Bradenton Police
Department 100 10th Street West
Bradenton, FL 34205
Attn: Chief of Police

To Licensee

City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, FL 34286

with a copy to:
Attn: City Attorney
4970 City Hall Blvd.
North Port, FL 34286

And

School Board of Manatee County
Manatee County School Board
215 Manatee Avenue West
Bradenton, FL 34205
Attn: Superintendent

And

North Port Police Department
Attn: Chief of Police
4980 City Hall Blvd.
North Port, FL 34286

Section 18. NON-EXCLUSIVITY

This Agreement is non-exclusive, and Licensee may enter similar agreements with multiple similar entities. Licensor is assured no minimum amount of services or fees under this Agreement.

SECTION 19

In accordance with Florida Statutes, Section 119.0701, both parties shall comply with its obligations under the Public Records Law. Requests for records maintained by either party shall be handled in accordance with the applicable provisions of law, and if Licensee has questions regarding the application of Chapter 119, Florida Statutes, to this Agreement, contact the Custodian of Public Records at: Custodian of Public Records, _____.

(This space intentionally left blank; signature pages to follow)

SCHOOL BOARD OF MANATEE COUNTY

ROBERT GROSECLOSE, LAW ENFORCEMENT

DIRECTOR STATE OF FLORIDA
COUNTY OF MANTEE

The foregoing instrument was acknowledged before me this _____ day of _____
20____ by _____, who is personally known to me.

(Stamp)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or
seal)

NAME OF AGENCY:

, TITLE

STATE OF FLORIDA
COUNTY OF MANTEE

The foregoing instrument was acknowledged before me this _____ day of _____
20____ by _____, who is personally known to me.

(Stamp)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or
seal)

IN WITNESS THEREOF, the parties hereto have set their hands and corporate seals on this ____ day of _____, 20__.

CITY OF BRADENTON

GENE BROWN, MAYOR

STATE OF FLORIDA
COUNTY OF MANTEE

The foregoing instrument was acknowledged before me this ____ day of _____
20__ by _____, who is personally known to me.

(Stamp)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

Approved by the City Commission of the City of North Port, Florida on _____, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY