

# INTERAGENCY AGREEMENT

BY AND BETWEEN  
THE SARASOTA COUNTY SHERIFF'S OFFICE  
AND  
THE CITY OF NORTH PORT, FLORIDA  
ON BEHALF OF  
THE NORTH PORT POLICE DEPARTMENT  
FOR  
USE OF THE KNIGHT TRAIL PARK GUN RANGE

**THIS INTERAGENCY AGREEMENT ("Agreement")** is entered into by and between the **Sarasota County Sheriff's Office ("SCSO")**, located at 6010 Cattleridge Boulevard, Sarasota, Florida 34232 and the **City of North Port, Florida ("CITY")**, located at 4970 City Hall Boulevard, North Port, Florida 34286, on behalf of the North Port Police Department ("NPPD"), located at 4980 City Hall Boulevard, North Port, Florida 34286, for the use of the Knight Trail Park ("KTP") law enforcement firing/gun range facilities ("Range") located at 3445 Rustic Road, Nokomis, Florida 34275.

## WITNESSETH:

**WHEREAS**, pursuant to Resolution No. 98-259, which was filed with the Sarasota County Clerk of the Circuit Court on October 14, 1998, the Sarasota County Board of County Commissioners authorized the SCSO to charge reasonable fees for the use of the KTP Range; and

**WHEREAS**, pursuant to Chapter 30 of the Florida Statutes, the Sheriff is authorized to charge fees for official services; and

**WHEREAS**, providing the Range for use by other municipal law enforcement agencies is an official service and fees for such use may be charged in accordance with this Agreement; and

**WHEREAS**, the NPPD and its agents, members, and employees, as a duly authorized law enforcement or criminal justice agency, desires to utilize the Range and related services of the SCSO; and

**WHEREAS**, the SCSO is willing to provide the Range and such related services so long as all applicable rules and regulations are strictly complied with by the NPPD to ensure safety and security.

**NOW THEREFORE**, the SCSO and the CITY on behalf of the NPPD (collectively, the "Parties" and individually, the "Party") do mutually agree as follows:

**I. SCSO RESPONSIBILITIES:**

1. The SCSO shall reasonably maintain the turning systems, loudspeaker system, and the backstop of the Range.

**II. NPPD RESPONSIBILITIES:**

1. The NPPD shall always provide a certified Firearms Instructor at the Range while NPPD personnel use the Range. The NPPD Instructor is to report any unsafe conditions to the SCSO and immediately stop all firearms shooting until the problem has been resolved.
2. The NPPD shall maintain appropriate liability insurance or appropriate self-insurance for its members who utilize the Range.
3. The NPPD shall provide a record of personnel that utilizes the Range to the SCSO consistent with Rule 5 of "Exhibit 1".
4. The NPPD shall abide by reasonable and customary safety rules and regulations while using the Range consistent with "Exhibit 1".
5. The NPPD shall only shoot weapons (other than blanks or simunition rounds/paint pellets) inside the confines of the Range perimeter "down-range" so as to strike into the established backstop.
6. The NPPD shall clean the Range of any trash, debris, or other articles used or otherwise brought in by the NPPD; and empty all trash cans before leaving the Range.
7. The NPPD and the CITY shall hold the SCSO harmless from any claims or damages resulting from the negligence or intentional acts of the NPPD, but only to the extent authorized by Section 768.28, Florida Statutes. The SCSO shall not be liable for any damage or injury to the NPPD, or any other person, or to any property, occurring on the SCSO's firearms range or any part thereof, in the event such injury or damage is directly or indirectly caused by the NPPD.
8. The NPPD and the CITY shall indemnify, release, and hold harmless the SCSO and Sarasota County, Florida for any and all claims, loss, cause of action, costs, fees, attorney fee, judgment, suit, or other liability caused directly or indirectly by the NPPD brought by any third party, but only to the extent authorized by Section 768.28, Florida Statutes.
9. The NPPD and the CITY shall not be liable for any damage or injury to the SCSO, or any other person, or to any property occurring on the SCSO's firearms range or any part thereof, in the event such injury or damage is intentionally caused by the SCSO.

**III. FEES:**

1. Live Fire Range. The NPPD shall pay a reasonable fee of \$ 7.50 per person per hour.
2. Scenario Training Building. The NPPD shall pay a reasonable fee of \$125.00 per hour.
3. The NPPD shall promptly remit payment upon receipt of an invoice and in accordance with the guidelines set forth therein.
4. All payment due dates, late payments, and interest due pursuant to this Agreement shall be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, section 218.70, et. seq., Florida Statutes.

**IV. TERM & TERMINATION**

1. Term. This Agreement shall have the initial term of October 1, 2021 through September 30, 2022 for a period of one year and shall automatically renew for additional one-year periods thereafter, unless otherwise terminated.
2. Termination. This Agreement may be terminated by either Party at any time, for cause or without cause, by delivering written notice of termination to the other Party. Any outstanding or forthcoming invoices shall become due in full promptly upon receipt.

**V. NOTICE**

1. All notices required pursuant to this Agreement shall be in writing and sent as indicated to the Parties below:

TO: Sarasota County Sheriff's Office  
Attn: Support Services Captain  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232

CC: Sarasota County Sheriff's Office  
Attn: General Counsel  
6010 Cattleridge Boulevard  
Sarasota, Florida 34232

TO: City of North Port, Florida  
Attn: City Manager  
City Hall  
4970 City Hall Boulevard  
North Port, Florida 34286

CC: City of North Port, Florida  
Attn: City Attorney  
City Attorney's Office, City Hall  
4970 City Hall Boulevard  
North Port, Florida 34286

TO: North Port Police Department  
Attn: Chief of Police  
4980 City Hall Boulevard  
North Port, Florida 34286

CC: North Port Police Department  
Attn: Deputy Chief of Police  
4980 City Hall Boulevard  
North Port, Florida 34286

**VI. PUBLIC RECORDS**

**1. IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF THE PUBLIC RECORDS ACT TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE CITY SHALL CONTACT SCSO'S CUSTODIAN OF RECORDS:**

By Email: [Records@sarasotasheriff.org](mailto:Records@sarasotasheriff.org)

By Phone: (941)861-4025

By Mail: Sarasota County Sheriff's Office  
Attn: Records  
P.O. Box 4115  
Sarasota, Florida 34230-4115

In Person: Monday – Friday; 8:00 a.m. – 5:00 p.m. at  
2071 Ringling Boulevard, First Floor  
Sarasota, Florida 34237

2. If, under the Agreement, the CITY is providing services and is acting on behalf of SCSO as provided by §119.0701(1)(b), Fla. Stat. (2016), the CITY shall: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service (b) Provide the public with access to public records on the same terms and conditions that SCSO would provide the records and at a cost that does not exceed the cost provided in the Public Records Act, or as otherwise provided by law (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law (d) Meet all requirements for retaining public records and transfer, at no cost to SCSO, all public records in possession of the CITY upon termination of the Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SCSO in format that is compatible with the information technology systems of SCSO.

**VII. MISCELLANEOUS**

1. Complete Agreement. This Agreement represents the entire agreement and understanding between the Parties on this subject matter. This Agreement supersedes all prior agreements, representations, and understandings between the Parties whether oral or written, expressed or implied, including the *Interagency Agreement Between the Sarasota County Sheriff's Office and the City of North Port*

executed on February 15, 2017, which shall terminate upon the signing on this Agreement.

2. Binding Effect/Counterparts. This Agreement may be executed in identical counterparts which taken together, shall constitute collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
3. Non-Discrimination. Neither Party shall discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Neither Party shall administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
4. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
5. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
6. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
7. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction
8. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing CITY's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to

approve and execute all Agreement amendments on behalf of CITY that do not change CITY's financial obligations under this Agreement.

9. Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right, or cause of action for any third party or entity.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by its authorized representatives as of the dates signed below.

[SIGNATURE PAGES TO FOLLOW]

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-SIGNATURE PAGE-

**SARASOTA COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
KURT A. HOFFMAN  
SHERIFF

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

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
CRYSTAL H. BAILEY  
GENERAL COUNSEL

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

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-SIGNATURE PAGE-

APPROVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA ON

\_\_\_\_\_, 2021

CITY OF NORTH PORT, FLORIDA  
ON BEHALF OF  
NORTH PORT POLICE DEPARTMENT

\_\_\_\_\_  
PETE EMRICH  
MAYOR

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

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
HEATHER TAYLOR  
CITY CLERK

\_\_\_\_\_  
AMBER L. SLAYTON  
CITY ATTORNEY

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

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

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## "EXHIBIT 1"

1. The SCSO KTP Range is an approved FDLE firing range and all participants shall follow the following rules and procedures.
2. The NPPD shall contact the KTP Range at (941) 480-3216 to schedule any activity at the Range. If there is no answer, call the SCSO Training Section at (941) 861-1620.
3. If the SCSO rangemaster or a Training Section deputy is not available for a scheduled Range activity, the NPPD must make other arrangements with the Training Section to pick up the Range key and alarm code. The key must be returned to the rangemaster or a Training Section deputy by the start of business on the next working day.
4. The Range shall only be opened by a certified and current FDLE or Federal firearms instructor. During training, one firearms instructor shall act as "rangemaster" and call the courses of fire.
5. The NPPD shall complete the Attendance Roster and Range Closing Sheet provided by the SCSO for each Range date. The Attendance and Range Closing Sheet must be turned in to the rangemaster or a Training Section deputy at the end of the scheduled activity.
6. The rangemaster or Training Section deputy on scene shall have the right to stop any activity which they deemed unsafe.
7. All commands issued by the rangemaster, firearms instructor, and/or safety officer must be obeyed immediately.
8. All unsafe conditions or maintenance concerns must be reported to the SCSO rangemaster in a timely manner.
9. All range-related injuries which require medical treatment must be reported to the SCSO rangemaster in a timely manner.

10. All persons, including firearms instructors, coming to the Range for training purposes, must clear/unload all weapons in the clearing barrels. This shall be done immediately upon arrival at the Range.
11. Once the weapon is cleared/unloaded in the clearing barrel, the action/slide shall remain open until the instructor gives the order to load. (The only exception to this rule will be an on-duty law enforcement officer arriving at the range who is not there to participate in training.)
12. Participants shall always keep the gun unloaded until they are ready to use it, unless otherwise instructed by the range master/instructor.
13. Participants shall always treat guns as if they are loaded, NO exceptions.
14. No persons (neither shooter nor instructor) are allowed in front of the firing line after the order has been given to load or before the order to cease firing—actions open, holster a safe weapon has been announced by the range master/firearms instructor in charge.
15. The cardboard, B-21 qualification targets, and target clips provided by the SCSO will be available at the Range.
16. The NPPD shall provide gun cleaning supplies and eye/ear protection.
17. Participants shall use ear protection and eye protection while at the shooting section of the Range.
18. It is highly recommended that participants wear a forward-facing billed cap during Range activities.
19. It is recommended that all participants at the Range wash their hands after shooting and prior to eating to minimize the potential of lead transfer exposure.
20. Participants shall “police-up” their brass and firing range debris, with brass being put into the collection barrels, and targets/wood being deposited into the proper dumpsters/recycling bins.
21. Participants using the Range facilities is expected to empty the trash cans and remove any/all food items and garbage from the facility and deposit all of it into the dumpster provided.
22. Participants shall always point their weapons in a safe direction and shall never let the muzzle of the weapon cover anything that they do not intend to shoot.
23. Participants shall always keep their fingers off their triggers until their sights are on a target and they are ready to shoot.
24. Participants shall always be sure of their targets, what is beyond it, and its environment.

25. The only participants allowed on the firing line are shooters and instructors.
26. All participants must stay behind the firing line and must not straddle the firing line.
27. No participant shall draw their firearm unless told to by the range master/firearms instructor.
28. No participant shall run on the Range unless it is part of the training lesson plan.
29. No participant shall unnecessarily talk on the Range (this includes cell phone use).
30. No participant shall engage in horseplay of any kind.
31. Spectators and those who are waiting their turn to fire are not permitted to do anything that may distract the attention of the participants from the business of shooting accurately and safely.
32. Participants shall ask members of the SCSO Training Section for clarification, if the instructor in charge cannot help.
33. Participants shall clean the Range from shell casings and used targets post firing. All items will be deposited in the identified disposal receptacles.
34. Participants shall take measures to keep the Range clear of garbage and food debris to avoid attracting vermin to the facility.

#### **FDLE CRIMINAL JUSTICE STANDARDS AND TRAINING SAFETY RULES**

35. Firearms training shall be directly supervised by a currently Commission-certified firearms instructor and the instructor shall have access to at least one firearms range designed for criminal justice firearms instruction.
36. Treat all firearms as though they are loaded.
37. Never point a firearm at anyone unless you are prepared and justified in killing that person.
38. Never dry fire on the range except under the supervision of an instructor.
39. Strict discipline must be maintained. Carelessness and thoughtlessness cannot and will not be tolerated.
40. Immediately upon picking up a firearm, open the cylinder or action to see that it is unloaded, then check it again.
41. Never give a firearm to, or take a firearm from anyone, unless the cylinder or action is open.

42. Never anticipate a command.
43. Be sure the firearm barrel is free of obstructions before loading.
44. Never load any firearm unless on the firing line and commanded to do so.
45. Unload when and as instructed.
46. Always keep the firearm pointed down range and ensure no-one is down range.
47. Never draw or re-holster firearm with finger in trigger guard.
48. Never hold holster with weak hand when returning weapon to holster.
49. No smoking on the firing line.
50. No talking on the firing line.
51. When on the range, all weapons should remain holstered and unloaded unless on the firing line.
52. Never permit the muzzle to of a firearm to touch the ground.
53. In case of a misfire with a revolver, keep firearm pointed downrange for at least 10 seconds before opening action.
54. Never fire a succeeding shot after a misfire without first unloading and checking the barrel for obstructions.
55. Never go forward of the firing line until the line has been cleared and the command given to go forward.
56. Never lay a firearm down without unloading it and leaving the cylinder open.
57. Never let the hammer down on a live cartridge without first placing the thumb in front of the hammer and releasing the trigger.

#### **AUTO PISTOL SAFETY RULES**

58. Unless instructed otherwise, all magazines are to be kept out of the weapon.
59. Upon experiencing a misfire/malfunction, you are to take the appropriate action necessary to clear the misfire/malfunction.
60. Never lay an auto-pistol down without first removing the magazine and locking the slide to the rear.

61. Immediately upon picking up an auto-pistol (with the slide locked to the rear) you should look then into the chamber and the magazine well to ensure that the weapon is empty.
62. Never give an auto pistol to, or take an auto pistol from, anyone unless the magazine has been removed and the slide is locked to the rear.

#### **SHOTGUN SAFETY RULES**

63. Unless otherwise instructed, the weapon is to be kept unloaded, with the safety on and with the action open.
64. When not engaged in firing drills, the shotgun is to be made "safe." It should be unloaded, with the safety on and action open.
65. If the instruction is to "Lay down your weapon," the shotgun shall be placed on the ground with the action open and the safety on, so that the weapon can be visually inspected by the rangemaster or other firearms instructors.
66. Upon experiencing a misfire/malfunction, you are to take the appropriate action necessary to clear the misfire/malfunction.
67. Always maintain muzzle control; If an instructor needs to inspect/clear your weapon and it is loaded, ensure that the safety is on, and the weapon is pointed downrange.

#### **RIFLE SAFETY RULES**

68. Unless otherwise instructed, the weapon is to be kept unloaded, with the rifle "ON SAFE" with the safety selector engaged, the bolt action is to be locked to the rear and NO MAGAZINE is inserted into the rifle.
69. Never carry a "safe" rifle with a magazine inserted and the bolt locked to the rear.
70. If instructed to "Lay down your weapon," remove the magazine, lock the bolt to the rear and activate the safety selector before placing the weapon on the cardboard/ground.
71. Upon experiencing a misfire/malfunction, you are to take the appropriate action necessary to clear the misfire/malfunction.
72. Always maintain muzzle control; If an instructor needs to inspect/clear your weapon and it is loaded, ensure that the safety selector is on, and the weapon is pointed downrange.

#### **SCENARIO HOUSE / TRAINING BUILDING SAFETY PROCEDURES**

73. The instructor conducting the scenario building training must have completed a scenario building training course through the Todd Rassa training certification class and have proof of completion on file at the range.

74. No firearms, ammo or weapons inside the building or designated “safe training zone.
75. Utilize the training signs provided to mark the “safe training zone” outside the building.
76. No blanks, pyrotechnics, smoke, or chemical munitions are to be used inside or around the building.
77. A Force-on-Force scenario house, Todd Rassa Training certified instructor, is to be present at all times.
78. Adhere to all safety protocols and guidelines per Todd Rassa training instructor certification.
79. Must cease all training if conditions exist that are unsafe.
80. Report any unsafe or damaged equipment to the SCSO Range Master as soon as feasible.
81. Notify the SCSO of any injuries that occur during training while using the Scenario building.
82. All students, instructors and role players wear appropriate safety equipment.