

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") headquartered 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"), headquartered 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, and shall become effective as of the date last signed below ("Effective Date").

WITNESSETH:

WHEREAS, pursuant to Resolution No. 98-529, which was filed with the Sarasota County Clerk of the Circuit Court on October 14, 1998, the Sarasota County Board of County Commissioners authorized 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 CITY, on behalf of 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 SCSO; and

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

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

1.0 SCSO RESPONSIBILITIES:

- 1.1 SCSO shall reasonably maintain the normal wear and tear of turning systems, loudspeaker system, and the backstop of the Range.

2.0 CITY & NPPD RESPONSIBILITIES

- 2.1 NPPD shall always provide a certified firearms instructor at the Range while NPPD personnel use the Range. The NPPD instructor must report any unsafe conditions to SCSO and immediately stop all firearms shooting until the problem has been resolved.
- 2.2 CITY and NPPD shall maintain appropriate liability insurance or appropriate self-insurance for its members who utilize the Range.
- 2.3 NPPD shall provide a record of personnel that utilizes the Range to SCSO consistent with Rule 5 of "Exhibit 1."
- 2.4 NPPD shall abide by reasonable and customary safety rules and regulations while using the Range consistent with "Exhibit 1."
- 2.5 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.
- 2.6 NPPD shall clean the Range of any trash, debris, or other articles used or otherwise brought in by NPPD, and empty all trash cans before leaving the Range.
- 2.7 Any damages caused at or within the Range by the intentional or unintentional acts of NPPD including but not limited to target controlling devices, lighting, and structural elements shall be the sole financial responsibility of NPPD. Upon request for funds by SCSO to NPPD for cost of repairs, NPPD shall submit payment to SCSO promptly, and no later than 90 days from the date of the request for funds. If payment is not received within 90 days, NPPD's use of the range shall be suspended immediately until payment is received. Suspension of NPPD's use of the range shall not affect any other rights and remedies afforded to SCSO by law.
- 2.8 CITY and NPPD shall hold SCSO harmless from any claims or damages resulting from the negligence or intentional acts of CITY or NPPD, but only to the extent authorized by section 768.28, Florida Statutes. SCSO shall not be liable for any damage or injury to the CITY or NPPD, or any other person, or to any property, occurring on SCSO's firearms range or any part thereof, in the event such injury or damage is directly or indirectly caused by the CITY or NPPD.
- 2.9 CITY and NPPD shall indemnify, release, and hold harmless 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 NPPD brought by any third party, but only to the extent authorized by section 768.28, Florida Statutes.
- 2.10 CITY and NPPD shall not be liable for any damage or injury to SCSO, or any other person, or to any property occurring on SCSO's firearms range or any part thereof, in the event such injury or damage is intentionally caused by SCSO.

3.0 FEES:

- 3.1 Live Fire Range(s): NPPD shall pay a reasonable fee of \$ 7.50 per person per hour.

3.2 Scenario Training Building: NPPD shall pay a reasonable fee of \$ 125.00 per hour.

NOTE: 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.

3.3 NPPD shall promptly remit payment upon receipt of an invoice and in accordance with the guidelines set forth therein.

3.4 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.

4.0 TERM & TERMINATION

4.1 Term. This Agreement shall have the initial term of beginning on the Effective Date, terminating on September 30, 2024; and shall automatically renew for additional one-year periods thereafter, unless otherwise terminated.

4.2 Termination. This Agreement may be terminated by either Party at any time, for cause or convenience, by delivering written notice of termination to the other Party. Any outstanding or forthcoming invoices shall become due in full promptly upon receipt.

5.0 NOTICE

5.1 All notices required pursuant to this Agreement shall be in writing and sent via certified mail, return receipt requested, or as indicated to the Parties below:

TO: Sarasota County Sheriff's Office Attn: Colonel 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: Mayor 4970 City Hall Boulevard North Port, Florida 34286	CC: City of North Port, Florida Attn: City Attorney 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

6.0 PUBLIC RECORDS

6.1 IF NPPD HAS QUESTIONS REGARDING THE APPLICATION OF THE PUBLIC RECORDS ACT TO NPPD'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THE AGREEMENT, NPPD SHALL CONTACT SCSO'S CUSTODIAN OF RECORDS:

By Email: 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 3423

- 6.2 If, under the Agreement, CITY and NPPD is providing services and is acting on behalf of SCSO as provided by §119.0701(1)(b), Fla. Stat. (2016), CITY and NPPD 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 NPPD 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.

7.0 MISCELLANEOUS

- 7.1 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.
- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement.
- 7.9 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.
- 7.10 Range Address. The address for the Range is expected to change to 7758 Target Trail, Nokomis, Florida 34275 at an unknown future date. This address change will not materially affect any other portion of this Agreement.

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

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

-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE

KURT A. HOFFMAN
SHERIFF

DATE: _____

APPROVED AS TO FORM AND CONTENT:

JULIE L. HERD
GENERAL COUNSEL

DATE: _____

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

-SIGNATURE PAGE-

Approved by the City Commission of the City of North Port, Florida on _____, 2024.

**CITY OF NORTH PORT, FLORIDA O/B/O
NORTH PORT POLICE DEPARTMENT**

ALICE WHITE
MAYOR

DATE: _____

ATTEST:

**APPROVED AS TO FORM AND LEGALITY,
SUBJECT TO EXECUTION**

HEATHER FAUST, MMC
CITY CLERK

AMBER L. SLAYTON, B.C.S
CITY ATTORNEY

DATE: _____

DATE: _____

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

"EXHIBIT 1"

1. The SCSO KTP Range is an approved FDLE firing range and all participants shall follow the following rules and procedures.
2. NPPD shall contact the KTP Range at (941) 861-4902 or 861-4901 to schedule any activity at the Range. If there is no answer, call the SCSO Training Section at (941) 861-1620.
3. NPPD is issued range keys and an alarm code to access the Range and buildings. The NPPD instructor assigned the keys and code will retain possession of them until no longer in that capacity. The NPPD instructor must then return the keys to the SCSO rangemaster or Training Section deputy. NPPD will then select a new instructor who will meet with the SCSO rangemaster to obtain possession of the keys and the alarm code and complete proper documentation.
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. NPPD shall complete the Attendance Roster and Range Closing Sheet provided by SCSO for each Range date. The Attendance and Range Closing Sheet must be turned in to the rangemaster or a Training Section deputy or placed in the tray located just inside the doors of the main building.
6. The rangemaster or Training Section deputy on scene shall have the right to stop any activity which they deem 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 by the end of the day.
9. All range-related injuries which require medical treatment must be reported to the SCSO

rangemaster by end of the day if not sooner.

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. 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.
14. The cardboard, B-21 qualification targets, and target clips provided by SCSO will be available at the Range.
15. NPPD shall provide gun cleaning supplies and eye/ear protection.
16. Participants shall use ear protection and eye protection while at the Range.
17. It is highly recommended that participants wear a forward-facing billed cap during Range activities.
18. 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.
19. 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.
20. Participants using the Range facilities are 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. Participants shall take measures to keep the Range clear of garbage and food debris to avoid attracting vermin to the facility.
21. 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.
22. Participants shall always keep their fingers off their triggers until their sights are on a target and they are ready to shoot.
23. Participants shall always be sure of their target(s), what is beyond it, and its environment.
24. The only participants allowed on the firing line are shooters and instructors.
25. All participants must stay behind the firing line and must not straddle the firing line.

26. No participant shall draw their firearm unless told to by the Range master/firearms instructor.
27. No participant shall run on the Range unless it is part of the training lesson plan.
28. No participant shall unnecessarily talk on the Range (this includes cell phone use).
29. No participant shall engage in horseplay of any kind.
30. 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.
31. Participants shall ask members of the SCSO Training Section for clarification, if present, if the instructor in charge cannot help.
32. Participants shall clean the Range from shell casings and used targets post firing. All items will be deposited in the identified disposal receptacles.

FDLE CRIMINAL JUSTICE STANDARDS AND TRAINING SAFETY RULES

1. Firearms training shall be directly supervised by a currently Commission-FDLE certified firearms instructor and the instructor shall have access to at least one firearms range designed for criminal justice firearms instruction.
2. Treat all firearms as though they are loaded.
3. Never point a firearm at anyone unless you are prepared and justified in killing that person.
4. Never dry fire on the range except under the supervision of an instructor.
5. Strict discipline must be maintained. Carelessness and thoughtlessness cannot and will not be tolerated.
6. Immediately upon picking up a firearm, proceed to a clearing barrel and lock the slide to the rear, double check to confirm the firearm is safe and clear of any ammunition.
7. Never give a firearm to, or take a firearm from anyone, unless the firearm has been rendered safe and clear and the slide is locked back.
8. Never anticipate a command.
9. Be sure the firearm barrel is free of obstructions before loading.
10. Never load any firearm unless on the firing line and commanded to do so.
11. Unload when and as instructed.
12. Always keep the firearm pointed down range and ensure no-one is down range.
13. Never draw or re-holster firearm with finger in trigger guard.
14. Never hold holster with weak hand when returning weapon to holster.
15. No smoking on the firing line.

16. No talking on the firing line.
17. When on the range, all weapons should remain holstered and unloaded unless on the firing line or otherwise instructed by an instructor.
18. Never permit the muzzle of a firearm to touch the ground.
19. In case of a misfire the shooter should perform a malfunction clearance drill and keep the firearm pointed down range.
20. Never go forward of the firing line until the line has been called safe and the command given to go forward.
21. Never lay a firearm down without unloading it and leaving the slide locked to the rear with the ejection port side up.

AUTO PISTOL SAFETY RULES

1. Unless instructed otherwise, all magazines are to be kept out of the weapon.
2. Upon experiencing a misfire/malfunction, you are to take the appropriate action necessary to clear the misfire/malfunction.
3. Never lay an auto-pistol down without first removing the magazine and locking the slide to the rear.
4. 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.
5. 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

1. Unless otherwise instructed, the weapon is to be kept unloaded, with the safety on and with the action open.
2. When not engaged in firing drills, the shotgun is to be made "safe." It should be unloaded, with the safety on and action open.
3. 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.
4. Upon experiencing a misfire/malfunction, you are to take the appropriate action necessary to clear the misfire/malfunction.
5. 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

1. 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.
2. Never carry a “safe” rifle with a magazine inserted and the bolt locked to the rear.
3. 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.
4. Upon experiencing a misfire/malfunction, you are to take the appropriate action necessary to clear the misfire/malfunction.
5. 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

1. No firearms, ammo, or weapons inside the building or designated “safe training zone.”
2. Utilize the training signs provided to mark the “safe training zone” outside the building.
3. Provide a “Training Officer” and adequate “Safety Officers” for the scenario to ensure safe training.
4. No blanks, pyrotechnics, smoke, or chemical munitions are to be used inside or around the building.
5. A Force-on-Force scenario house, Todd Rassa Training certified instructor, is to be present at all times.
6. Adhere to all safety protocols and guidelines per Todd Rassa training instructor certification.
7. Must cease all training if conditions exist that are unsafe.
8. Report any unsafe or damaged equipment to the SCSO Range Master by end of the day.
9. Notify the SCSO rangemaster or Training Section deputy of any injuries that occur during training while using the Scenario building by the end of the day.
10. All students, instructors and role players must wear appropriate safety equipment.