

**INTERAGENCY AGREEMENT  
BETWEEN THE  
SARASOTA COUNTY SHERIFF'S OFFICE  
AND  
THE CITY OF NORTH PORT**

**I. PURPOSE**

To create uniform rules, regulations, and fees for the use of the Sarasota Sheriff's Office Knight's Trail firing range by other law enforcement agencies for firearms training of their employees and members.

**II. AUTHORITY**

Effective October 13, 1998, the Sarasota County Sheriff's Office was transferred the responsibility for the operation of the Knight's Trail firing range (the "Range") from the Board of County Commissioners.

Pursuant to Chapter 30, Florida Statutes, the Sheriff is authorized to charge fees for official services performed by the Sheriff's Office. Providing a firing range for use by law enforcement agencies is an official service and fees for such use may be charged in accordance with this agreement.

The City of North Port, hereinafter referred to as "USER" is a duly authorized law enforcement or criminal justice agency and desires to utilize the firing range services of the Sarasota County Sheriff's Office, hereinafter referred to as "SSO". The SSO is willing to provide such a service so long as all applicable rules and regulations are strictly complied with by USER.

**III. TERMS**

Now, therefore, in light of the foregoing representations and promises, conditions, terms and other valuable considerations more fully set forth below, the SSO and USER do mutually agree as follows:

1) THE SSO AGREES TO:

- a) Reasonably maintain turning systems, the Range loud speaker system, and the backstop.

2) THE USER AGREES TO:

- a) Provide an FDLE-certified Firearms Instructor at the Range at all times that USER is utilizing the Range.
- b) Pay a reasonable fee of \$5.00 per person per hour invoiced by the SSO.

- c) The SSO shall not be liable for any damage or injury to the USER, or any other person, or to any property, occurring on the SSO's firearms range or any part thereof, in the event such injury or damage is directly or indirectly caused by the USER, its employees or agents, and the USER agrees to hold the SSO harmless from any claims or damages occasioned by the negligent or intentional actions of the USER, its employees or agents, but only to the extent authorized by Section 768.28, Florida Statutes.
- d) The USER shall indemnify the SSO, release the SSO, and hold the SSO harmless for any and all claims, loss, cause of action, cost, fee, reasonable attorney fee, judgment, suit, or other liability caused directly or indirectly by the User brought by any third party, but only to the extent authorized by Section 768.28, Florida Statutes.
- e) By execution of this Agreement, neither party waives its sovereign immunity as provided for by general law.
- f) Abide by reasonable and customary safety rules and regulations while using the Range (attached hereto as Exhibit 1).
- g) Shooting of any weapon other than blanks or simuntions rounds (paint pellets) will be done only, inside the confines of the range perimeter and shall be in the direction (down range) the rounds will be aimed so as to strike into the established dirt backstop.
- h) The USER Firearms Instructor is to report to SSO any unsafe conditions and shall immediately stop all firearms shooting until the problem has been resolved.
- i) Clean the Range from any trash, debris or other articles used or otherwise brought in by the USER; and empty all trash cans before leaving the Range.
- j) Maintain appropriate liability insurance or self-insurance for its members, employees and volunteers who utilize the Range.
- k) Maintain a record of personnel that utilize the Range.

#### **IV. TERMINATION**

Any non-compliance with the terms of this Agreement concerning the use of the firing range may be ground for the SSO to terminate this Agreement and prohibit the USER, its agents, employees and volunteers from using the Range.

The person signing on behalf of the USER hereby represents and warrants that he/she has the power and the authority to execute this Agreement and to bind the USER to all terms and conditions set herein.

**USER:**

**SSO:**

City of North Port

Sarasota County Sheriff's Office

\_\_\_\_\_  
By

\_\_\_\_\_  
By

Linda M. Yates

Name

Thomas M. Knight

Name

Mayor

Title

Sheriff

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date