

INTERAGENCY AGREEMENT

BY AND BETWEEN
THE SARASOTA COUNTY SHERIFF'S OFFICE
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ON BEHALF OF
THE SARASOTA COUNTY SCHOOLS 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 **School Board of Sarasota County, Florida ("School Board")**, on behalf of the Sarasota County Schools Police Department ("SCSPD") located at 1960 Landings Boulevard, Sarasota, Florida 34231, for the use of the Knight Trail Park ("KTP") law enforcement firing/gun range facilities ("Range") located at 3445 Rustic Road, Nokomis, Florida 34275.

I. PURPOSE

The purpose of this Agreement is to create uniform rules, regulations, and fees for the use of the SCSO KTP Range by other law enforcement agencies to train their employees and members.

II. AUTHORITY

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

Pursuant to Chapter 30, Florida Statutes, the Sheriff is authorized to charge fees for official services. Providing a 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 School Board, on behalf of the SCSPD and its agents, members, and employees, as a duly authorized law enforcement or criminal justice agency, desires to utilize the Range services of the SCSO. The SCSO is willing to provide such a service so long as all applicable rules and regulations are strictly complied with by the SCSPD.

NOW THEREFORE, the SCSO and the School Board on behalf of the SCSPD (collectively, the "Parties") do mutually agree as follows:

III. SCSO RESPONSIBILITIES:

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

IV. SCHOOL BOARD & SCSPD RESPONSIBILITIES:

1. The SCSPD shall always provide a certified Firearms Instructor at the Range while SCSPD personnel use the Range. The SCSPD Instructor is to report any unsafe conditions to the SCSO and immediately stop all firearms shooting until the problem has been resolved.
2. The School Board and the SCSPD shall maintain appropriate liability insurance or appropriate self-insurance for its members who utilize the Range.
3. The SCSPD shall maintain a record of personnel that utilizes the Range.
4. The SCSPD shall abide by reasonable and customary safety rules and regulations while using the Range ("Exhibit 1").
5. The SCSPD 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 SCSPD shall clean the Range of any trash, debris, or other articles used or otherwise brought in by the SCSPD; and empty all trash cans before leaving the Range.
7. The SCSPD shall hold the SCSO harmless from any claims or damages resulting from the negligence or intentional acts of the SCSPD, 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 SCSPD, 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 SCSPD.
8. The School Board and SCSPD shall indemnify the SCSO, release the SCSO, and hold harmless the SCSO for any and all claims, loss, cause of action, costs, fees, attorney fee, judgment, suit, or other liability caused directly or indirectly by the SCSPD brought by any third party, but only to the extent authorized by section 768.28, Florida Statutes. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the School Board or of any protections or limits to liability under Section 768.28, Florida Statutes. This section shall survive the termination or expiration of this Agreement.
9. The School Board and SCSPD 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.

V. FEES:

1. Live Fire Range(s): The SCSPD shall pay a reasonable fee of \$ 7.50 per person per hour.
2. Scenario Training Building: The SCSPD 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. The SCSPD shall promptly remit payment upon receipt of an invoice and in accordance with the guidelines set forth therein.

IV. TERM & TERMINATION

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.

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. MISCELLANEOUS

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 School Board of Sarasota County, Florida for its Sarasota County Schools Police Department* executed on December 9, 2019, which shall terminate upon this Agreement becoming effective.

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.

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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AND
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ON BEHALF OF
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-SIGNATURE PAGE-

SARASOTA COUNTY SHERIFF'S OFFICE

By: _____
KURT A. HOFFMAN
SHERIFF

Date: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
CRYSTAL H. BAILEY
GENERAL COUNSEL

Date: _____

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-SIGNATURE PAGE-

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ON BEHALF OF
SARASOTA COUNTY SCHOOLS POLICE
DEPARTMENT

By: _____
SHIRLEY BROWN, CHAIR

Date: _____

Approved for Legal Content
July 16, 2021 by
Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MAC

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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 SCSPD 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 SCSPD 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 SCSPD 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. Participants 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 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.
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

1. 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.
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, open the cylinder or action to see that it is unloaded, then check it again.
7. Never give a firearm to, or take a firearm from anyone, unless the cylinder or action is open.

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.
18. Never permit the muzzle to of a firearm to touch the ground.
19. In case of a misfire with a revolver, keep firearm pointed downrange for at least 10 seconds before opening action.
20. Never fire a succeeding shot after a misfire without first unloading and checking the barrel for obstructions.
21. Never go forward of the firing line until the line has been cleared and the command given to go forward.
22. Never lay a firearm down without unloading it and leaving the cylinder open.
23. 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

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 as soon as feasible.
9. Notify the SCSO of any injuries that occur during training while using the Scenario building.
10. All students, instructors and role players wear appropriate safety equipment.