

**LICENSE AGREEMENT BETWEEN THE CORAL SPRINGS AND COCONUT CREEK
POLICE DEPARTMENT FOR DEPARTMENT FOR FIREARMS/TRAINING
FACILITY**

THIS AGREEMENT, made and entered into the ____ day of _____, 2017 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a Florida municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "LICENSOR")

AND

COCONUT CREEK POLICE DEPARTMENT
4800 West Copans Road
Coconut Creek, Florida 33063
(hereinafter referred to as "LICENSEE")

WHEREAS, LICENSOR currently operates a firearms training facility known as the CITY OF CORAL SPRINGS POLICE FIREARMS/TRAINING FACILITY, located at 4200 N.W. 121st Avenue; and

WHEREAS, LICENSEE is desirous of using the facilities of this range for the continued marksmanship and training of its members; and

WHEREAS, Resolution No. 91-201, which supersedes Resolution No. 84-56, adopted by the City Commission of the City of Coral Springs, authorizes the Coral Springs Police Department to enter into an agreement to share the facility whenever it is deemed to be in the best interest of public safety and the citizens of Coral Springs;

WITNESSETH:

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

Section 1. TERM OF AGREEMENT

The term of this Agreement shall be from _____ to _____ and shall be automatically renewable from year to year for twelve (12) month periods. However, either party may terminate this Agreement by providing thirty (30) days written notice.

Section 2. DUTIES AND RESPONSIBILITIES OF LICENSEE

2.1 LICENSEE and its members shall have use of the range upon scheduling dates and times with the Coral Springs Police Department (CSPD) Range Officer. Use of the range by LICENSEE is normally restricted to the normal range operating hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday, but may be scheduled at other times at additional cost to the LICENSEE, subject to range availability, and if convenient for range operation. The CSPD Range Officer will schedule the use of the range on a first-come, first-serve basis. LICENSEE shall be aware that other portions of the facility may be simultaneously scheduled for other events, as long as a safety conflict will not arise.

2.2 LICENSEE shall be responsible for providing the following:

- (a) a Florida Criminal Justice Standards and Training Commission Qualified Firearms Instructor;
- (b) personnel to operate facility equipment;
- (c) targets;
- (d) gun cleaning equipment;
- (e) eye and ear protection and a baseball style hat with at least a 3 inch brim;
- (f) Lead, lead free or frangible ammunition may be used as determined by the CSPD Range Officer. This applies to all pistol, rifle, shotgun, simunition, or any other type of ammunition the LICENSEE may care to use when shooting in either of the covered handgun ranges. Other types of rifle ammunition may be fired on the outdoor rifle range with the approval of the CSPD Range Officer.
- (g) all audio-visual equipment necessary for their training;
- (h) any other equipment needed to assist LICENSEE with its training or use of the facility.

2.3 LICENSEE shall be responsible for ensuring its personnel is in compliance with the following rules/regulations:

- (a) All provisions of the CSPD General Order 15, Operation of the Firearms/Training Facility;
- (b) Smoking, chewing of tobacco, the use of snuff, or any other similar product is prohibited on the entire facility grounds;

- (c) Shotguns using 00 buck loads will be fired only within fifteen (15) yards of the bullet trap;
- (d) Loading and unloading of weapons will only take place on the firing line facing toward the bullet trap. This prohibits loading/unloading at any other location at the facility;
- (e) Machine guns can be fired in full automatic mode only within fifteen (15) yards of the bullet trap;
- (f) Use of the rifle range requires that the shots will be fired from the fixed one hundred (100) yard line shooting position. Shots fired from any other location are prohibited. Violations of this section will result in the CSPD Range Officer immediately stopping all shooting and ordering the LICENSEE to vacate the premises. Any violations of this restriction may ban the LICENSEE from use of the rifle range permanently;
- (g) Training activities/courses, etc. will be cleared with the CSPD Range Officer prior to engaging in training. The Range Officer shall require a copy of the training lesson plan be supplied prior to using the facility. The lesson plan will contain full details of the planned shooting drills that the LICENSEE will use on the CSPD ranges. There will be no variation from those drills without prior approval of the CSPD Range Officer. A copy of the lesson plan will be kept on file at the CSPD range. The CSPD Range Officer shall halt or require a change in planned activities judged to be unsafe or not in the best interest of the facility or the CSPD;
- (h) Use of any portion of the facility requires cleanup be completed prior to leaving. This may include, but is not limited to, picking up all shell casings and live ammo, removal of all targets, cleanup of all cups, papers, training aids, eye and ear protection, securing of audio/visual equipment, and cleanup of any spills or stains;
- (i) Use of chemical agents at the facility is restricted to limited O.C. spray familiarization training. Other chemical agents are prohibited. O.C. spray may only be used in designated areas. Use of O.C. spray in the covered handgun ranges is prohibited;
- U) Use of the CSPD Special Response Team obstacle course is prohibited without prior written approval from the CSPD Special Response Team Commander. Copies of the approval shall be supplied to the CSPD Range Officer prior to using the course;
- (k) The area east of the new covered handgun ranges, which previously was used as a range, is closed to all firearms shooting. Simunition that utilizes

lead/heavy metal free primers will be authorized for this area, when the area is opened for such activity;

(l) The moving targets may be used by the LICENSEE under the following conditions:

i. No shots will be fired from a position greater than the fifteen (15) yard line on Range #1 and will be fired only from a position that will ensure that fired rounds impact into the bullet trap;

ii. No shots will be fired from a position greater than the eighteen (18) yard line on Range #2 and must be directly in line with the in/out movement of the target, i.e., angled shots are prohibited;

111. No shots will be fired at the moving target once the target has reached or passed the shot boundary marker. The shot boundary markers will be erected by the shooters using the moving target system.

(m) All personnel using any of the CSPD ranges will only fire from distances where they can maintain their fired shots within a standard 24 x 45 inch target. An example would be an individual that can maintain their shots fired within the target from distances out to fifteen (15) yards, but was unable to do so at distances beyond fifteen (15) yards. That individual would not be authorized to shoot from beyond the fifteen (15) yard line until training and practice had increased the individual's skills to the point that shots could be kept in the target from distances beyond the fifteen (15) yard line. It is the responsibility of the LICENSEE to ensure that the LICENSEE's Firearms Instructors and personnel meet and enforce this standard. The CSPD Range Officer will stop any firearms training by the LICENSEE's personnel if the CSPD Range Officer is aware that this standard is not being met;

(n) Any actual costs incurred due to damage to the moving target system, target turning mechanism, lights, or any other equipment present in the range resulting from the LICENSEE's use, is immediately recoverable by the LICENSOR upon the issuance of an invoice covering the cost of repairs which will include parts and labor;

(o) Accidental discharges shall be reported to the CSPD Range Officer as follows:

i. Shots fired on the range and contained within the range, with no injuries or property damage occurring, do not require reporting. Injuries, damage to property, or shots that may have escaped containment in the range require a written report;

- ii. Shots fired anywhere outside of the actual range, or any shot that may have escaped containment, must be reported to the CSPD Range Officer immediately;
 - iii. Shots fired within the range that cause damage to range property, such as lights, the moving target system, etc. will be reported to the CSPD Range Officer as soon as practical but prior to leaving the facility. If the damage causes an unsafe condition, or if an injury occurs, the CSPD Range Officer will be notified immediately;
 - iv. The LICENSEE's personnel involved in a reportable accidental discharge will remain at the Firearms Training Facility, unless injured, to complete any necessary reports. The LICENSEE's personnel are required to assist in the reporting process, give a statement, and make their firearm available for inspection and testing. This includes witnesses to the incident.
- 2.4 The LICENSOR's covered handgun ranges are lead or lead free heavy metal ranges. The use of armor piercing and incendiary ammunition is prohibited. If there is a question about the use of any ammunition on the ranges, the Licensee must contact the CSPD Range Officer for permission to use the ammunition prior to usage.
 - 2.5 LICENSEE shall require that all their personnel on the range shall wear eye and ear protection and a baseball style hat when any person is discharging any firearm.
 - 2.6 LICENSEE's personnel shall only clean firearms or other equipment in the covered handgun ranges, rifle range, or in the firearms cleaning room. The cleaning of firearms in other areas is prohibited.
 - 2.7 LICENSEE shall not store any firearms, ammunition, targets, cleaning equipment or training equipment at the LICENSOR's facility.
 - 2.8 LICENSEE shall have use of classroom #1 upon reservation made two (2) weeks in advance, and if not previously reserved by any other party.
 - 2.9 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.
 - 2.10 LICENSEE shall not use the facility unless LICENSEE's firearms instructor is present.
 - 2.11 Only LICENSEE's sworn personnel will be authorized to use the facility. Sworn personnel are defined as a fulltime law enforcement officer, a part-time law

enforcement officer or an auxiliary law enforcement officer pursuant to Section 943.10, Florida Statutes.

- 2.12 LICENSEE shall attend meetings of licensees of the Firearms/Training Facility which will be scheduled by the CSPD Range Officer for the purpose of amendments, updates and review of the operating procedures for the facility. Attendance at the meeting is required in order to maintain scheduling rights for firearms training. The meeting shall be conducted after thirty (30) days notice to the LICENSEE and will be held at the facility. At the discretion of the CSPD Range Officer, there will be no meeting if there are no changes or updates for range operation.

Section 3. DUTIES AND RESPONSIBILITIES OF LICENSOR

LICENSOR shall provide the following:

- (a) the pistol and/or rifle ranges;
- (b) a range officer to demonstrate the proper use of facility equipment;
- (c) classroom #1 for classroom training, if available;
- (d) serviceable target backers.

Section 4. COMPENSATION

- 4.1 LICENSEE shall pay LICENSOR according to the following schedule:

- (a) Use of one (1) handgun bay- \$302.00 per day or \$30.40 per person; for use outside of normal range operating hours the fee shall be increased to \$545.50
- (b) Use of one (1) handgun bay plus the rifle range - \$363.00 per day or \$36.75 per person; for use outside of normal range operating hours the fee shall be increased to \$605.00
- (c) Use of the rifle range only - \$25.00 per person; for use outside of normal range operating hours the fee shall be increased to \$250.00
- (d) Use of any portion of the facility that starts during normal operating hours that carries past normal operating hours will activate the higher fee schedule for this part of the facility;
- (e) The fee for usage of classroom 2A or 2B is \$16.75 per hour; the fee for the rental of both classrooms 2A and 2B is \$24.00

- 4.2 A thirty (30) day delinquency in the payment of this license fee shall constitute a breach of this Agreement. Should LICENSEE become delinquent by more than (60) days in any of its payments to LICENSOR, this license shall automatically terminate and shall not be resumed until such time as all delinquent payments are brought current.

Section 5. ACKNOWLEDGEMENTS

LICENSEE acknowledges that firearms training is an inherently dangerous activity and expressly assumes any risk of any harm while it or any of its agents, employees, members or guests are present at or using the Coral Springs Firearms/Training Facility.

Section 6. INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein is intended nor shall be construed to a waive either party's sovereign immunity, rights and immunities under the common law or the provisions of Section 768.28, Florida Statutes.

Section 7. INSURANCE¹

LICENSEE shall secure and maintain, at its own expense, and keep in effect during the full period for which the privileges hereunder are granted, a policy or policies of insurance, which must include the following coverages and minimum limits of liability.

(a) **Worker's compensation and employer's liability insurance** for all employees of the LICENSEE engaged in work under this Agreement in accordance with the laws of the state of Florida. LICENSEE further agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employee in the course of their employment. The amount of employer's liability insurance shall not be less than:

\$100,000 each accident (statutory minimum)

(b) **Contractual liability coverage** in the amount of \$1,000,000 for bodily injury and property damage on a per occurrence basis, specifically insuring the hold harmless detailed in Section 6 of this Agreement.

- 7.2 If excess liability coverage is utilized to meet the required limits for contractual liability, indication shall be given as to whether the form is the umbrella form of coverage or other than the umbrella form. The excess

¹If LICENSEE is a qualified self-insurer pursuant to Section 768.28, Florida Statutes, LICENSEE shall provide a letter from its Risk Management Department informing LICENSOR of same.

liability shall also afford coverage which is at least as broad as the primary insurance policies.

- 7.3 This insurance shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida. The company must be rated no less than class "A" as to financial stability and no less than class "XII" as to financial size in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858, if the insurance company is rated as a licensed carrier by A.M. Best Insurance. Non-domestic companies that are eligible for writing surplus lines of coverage as listed by the Department of Insurance of the state of Florida as being authorized and approved to do business in Florida may also be utilized, provided that such companies are authorized and approved by the United States Department of the Treasury and have agents upon whom service of process may be made in the state of Florida.
- 7.4 LICENSEE shall furnish certificate(s) of insurance evidencing the required coverages which shall be attached as Exhibit "A" to this Agreement prior to execution of same. Under no circumstances shall LICENSEE be permitted to commence use of the premises licensed hereunder without receiving approval by LICENSOR of the certificate(s) of insurance. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE LICENSEE UNDER THIS AGREEMENT.**
- 7.5 The policies of insurance must contain a provision that the coverages afforded under the policy or policies will not be canceled, reduced, or materially changed until at least thirty (30) calendar days prior written notice has been given to the City Manager of the City of Coral Springs by certified mail, return receipt requested.
- 7.6 All required insurance policies shall preclude any underwriters' rights of recovery or subrogation against LICENSOR with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 7.7 Any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against LICENSOR for payment or assessments in any form on any policy of insurance.

Section 8. ASSIGNMENT

LICENSEE shall not assign this Agreement nor permit the premises to be used by any other party without first obtaining written consent of the Coral Springs

Chief of Police. Such consent is wholly within the discretion of the Coral Springs Chief of Police.

Section 9. USE OF PREMISES

LICENSEE shall allow no waste or injury to the premises. In the event such waste or injury does occur upon the premises as a result of misuse or neglect by LICENSEE's personnel, then LICENSEE shall be responsible for all necessary repairs to the premises. 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 licensed premises and equipment and that said premises and equipment are adequate and in satisfactory condition for the uses contemplated and further that LICENSEE accepts said premises and equipment AS IS. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THE USE AND OCCUPANCY AUTHORIZED OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Section 11. 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, City of Coral Springs and of any other public authority which may be applicable to the use of the City of Coral Springs Police Firearms/Training Facility by LICENSEE. LICENSEE shall obtain, at its expense, any and all required permits and licenses. The parties agree that there shall be no segregation or discrimination practiced at the City of Coral Springs Police Firearms/Training Facility because of race, color or creed against any visitor, participant or attendee.

Section 12. LICENSE NOT A LEASE

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

Section 13. 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 both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 14. 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 Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 15. SEVERABILITY

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

Section 16. 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:

LICENSOR: Anthony Pustizzi, Chief of Police
City of Coral Springs
2801 Coral Springs Drive
Coral Springs, Florida 33065

LICENSEE: Fred Hofer, Lt.
Coconut Creek Police Department
4800 West Copans Road
Coconut Creek, Florida 33063

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and the COCONUT CREEK POLICE DEPARTMENT, have executed this License Agreement the day and year first above written.

CITY OF CORAL SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida

Tony Pustizzi, Chief of Police

Approved as to form:

Andrew B. Dunkiel, Assistant City Attorney

LICENSEE:

For The City of Coconut Creek Police Department

MARY C. BLASI
City Manager

Date

ALBERT A. ARENAL
Chief of Police

Date

Attest:

Leslie Wallace May
City Clerk

Approved as to form and
sufficiency:

Terrill C. Pyburn
City Attorney

State of Florida
County of

On this, the ___ day of _____, 2017, before me, the undersigned Notary
Public of the State of Florida, the foregoing instrument was acknowledged by _____,
_____(title), of the City of Coconut Creek, a City
Municipality, on behalf of the City.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of
Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)