

**AGREEMENT BETWEEN THE
INDIAN RIVER COUNTY SHERIFF'S OFFICE
AND
THE BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY FLORIDA**

THIS AGREEMENT is entered into as of the **1st day of October, 2019**, by and between the Indian River County Sheriff's Office ("Sheriff") and Indian River County, a political subdivision of the State of Florida ("County").

WHEREAS, the County maintains and operates a Public Shooting Range ("Range") in Indian River County; and

WHEREAS, the Sheriff desires to conduct training exercises at the Range for the purpose of fulfilling the training requirements for law enforcement officers of the Sheriff; and

WHEREAS, the parties desire to enter into this Agreement setting forth certain terms and conditions relating to the use of the Range by the Sheriff;

NOW, THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the parties agree as follows:

1. EXCLUSIVE USE: The Sheriff shall have exclusive use of the Range for official training purposes on Wednesdays excepting special events properly noticed by the County under Section 2 of this Agreement. The Sheriff may also use the Range on Tuesdays with advance notification and approval by the Range Manager. The Sheriff will be responsible for providing agency certified firearms instructors to supervise all range activity. The Sheriff will not utilize or deplete any Range inventory including but not limited to targets and ammunition belonging to the Range. Sheriff shall ensure that the public does not access the facilities during the Sheriff's use under this Agreement. Shooting shall be restricted to the designated range line areas unless approved in advance by the Range Manager.

2. RANGE USAGE AND CLOSURE: The Sheriff will provide a quarterly training schedule to the Range Manager prior to utilizing the Range. The Range shall be closed to the public on Tuesdays and Wednesdays for the duration of this agreement except when the Range Manager provides thirty (30) days written notice to the Sheriff of a conflicting special event scheduled by the County during which the Range will not be available for use by the Sheriff.

3. FEES: The Sheriff shall pay an annual flat fee of \$ 17,500. The \$17,500 annual fee for year 1 shall be due and payable on or before October 1, 2019. The annual of \$17,500 for subsequent fiscal years shall be due and payable on October 1st of each successive fiscal year for the duration of this Agreement commencing October 1, 2019.

4. TERM: This Agreement shall begin on the date set forth above and unless terminated by either party according to Section 5 of this Agreement, and will otherwise expire on September 30, 2022.

5. TERMINATION: This Agreement may be terminated with or without cause by either party upon no less than sixty (60) days written notice. If this Agreement is terminated prior to completion of any period for which the Sheriff has paid in advance, any unused portion of the advance payment shall be returned to the Sheriff prorated by the balance of usage remaining in the fiscal year from the date of termination.

6. LIABILITY: The Sheriff shall be liable for the acts or omissions of its own officers, agents and employees and agrees to indemnify, defend and hold harmless the County and its commissioners, officers, employees and agents from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys fees at all levels of trial or appellate proceedings) caused by, arising out of, or relating to any act or omission of the Sheriff, or its officers, employees and agents.

7. **RELATIONSHIP OF PARTIES:** The Sheriff shall be responsible for its own acts and omissions. The Sheriff shall not bear any relationship to the County, agency or otherwise, which would render the County liable for the acts or omissions of the Sheriff.

8. **ACCESS AND MAINTENANCE:** The Sheriff shall be issued keys to the gates and Range building to be utilized solely in connection with the usage authorized by this Agreement. The Sheriff will be responsible for cleanup of the facility after each use including the shooting line areas, grounds, and restrooms. Sheriff agrees to secure the premises at the end of each use and to leave the Range in a suitable condition to open for business to the public. County reserves the right to suspend Sheriff's training activities in order to reasonably address compliance with this Section.

9. **NOTICE:** Any notice required under this Agreement shall be given in writing and delivered by either hand delivery or U.S. Mail, Certified – Return Receipt Requested, to the following:

SHERIFF: Indian River County Sheriff's Office
Attn: James G. Harpring – Undersheriff
4055 41st Avenue
Vero Beach, FL 32960

COUNTY: Indian River County
Attn: Jason Brown, County Administrator
1801 27th Street
Vero Beach, FL 32960

10. **MODIFICATION:** Any modification to this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year as reflected herein.

INDIAN RIVER COUNTY SHERIFF'S OFFICE

By: _____
DERYL LOAR, SHERIFF
INDIAN RIVER COUNTY SHERIFF

INDIAN RIVER COUNTY

By: _____
BOB SOLARI, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
JASON E. BROWN
COUNTY ADMINISTRATOR

By: _____
DYLAN REINGOLD
COUNTY ATTORNEY