

**AGREEMENT BETWEEN  
PCP TACTICAL, LLC  
AND  
THE BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY FLORIDA**

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**THIS AGREEMENT** (“Agreement”) is entered into as of July 11, 2023, by and between PCP Tactical, LLC, a Florida limited liability company whose address is 10315 102nd Terrace Sebastian, FL 32958; and Gorilla Ammunitions, LLC, a Florida limited liability company, whose address is 10315 102<sup>nd</sup> Terrace, Sebastian, FL 32958; collectively referred to as “PCP Tactical” and Indian River County, a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> St., Vero Beach, FL 32960 hereinafter referred to as “County”.

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

**WHEREAS**, PCP Tactical is a manufacturer of high end ammunition whose main business operations take place on property adjacent to the Range; and

**WHEREAS**, PCP Tactical desires to use the range for the purpose of fulfilling their corporate mission to conduct testing, training and shooting demonstrations of various ammunition products by PCP Tactical staff, customers and, in the future, extend invitations to similar industry groups, affiliates, organizations and professional associations in order to defray the fees paid to the County under this agreement; and

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

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

1. The above whereas clauses are true and correct and incorporated into this agreement by reference.

2. **EXCLUSIVE USE**: PCP Tactical shall have exclusive use of the Range for training purposes on Tuesdays and Wednesdays excepting special events properly noticed by the County under Section 3 of this Agreement. PCP Tactical will be responsible for providing National Rifle Association Certified Range Safety Officer Instructors to supervise **all** Range activity. PCP Tactical will not utilize or deplete any Range inventory including but not limited to targets and ammunition belonging to the Range. PCP Tactical shall ensure that the public does not access the facilities at the Range during PCP Tactical’s use under this Agreement. Shooting shall be restricted to the designated Range Line and Clays Course areas unless approved in advance by the Range Manager.

3. **RANGE USAGE AND CLOSURE**: PCP Tactical 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 PCP Tactical of a conflicting special event scheduled by the County during which the Range will not be available for use by PCP Tactical. Prior to each use of Range, PCP tactical shall verify there are no maintenance workers located in the section PCP Tactical is utilizing.

4. **FEES**: PCP Tactical shall pay an annual flat fee of \$52,000 payable in quarterly installments due on or before the 15<sup>th</sup> day of July, October, January and April respectively. Payment due must be received in full and in advance of using of the Range. The annual fee for subsequent fiscal years shall be due in quarterly

installments in April, July, October, and January as described above. Any special event days requested by the County shall reduce the quarterly amount due at a pro-rated amount equivalent to the daily rate of \$500 per day.

**5. TERM:** This Agreement shall begin on the date set forth above and unless terminated by either party according to Section 5 of this Agreement, will expire on July 11, 2026.

**6. TERMINATION:** This Agreement may be terminated with or without cause by either party upon no less than sixty (60) days' written notice to the other party. If this Agreement is terminated by PCP Tactical without cause prior to completion of any period for which PCP Tactical has paid in advance, any unused portion of the advance payment shall be retained as liquidated damages; if terminated by the County without cause, prior to completion of any period of which PCP Tactical has paid in advance, any unused portion of the advance payment shall be returned to PCO Tactical prorated by the balance of usage remaining in the fiscal year from the date of termination.

**7. LIABILITY:** PCP Tactical shall defend, hold harmless and indemnify the County with respect to any and all actions, causes of action, liabilities, losses, damages or expenses (including reasonable attorneys' fees) arising out of or relating to any negligence, intentional misconduct, breach of this Agreement or breach of applicable law by PCP Tactical in conjunction with any of the activities described in this Agreement. This section shall survive the termination of this Agreement with respect to any acts or omissions occurring prior to the date of termination.

**8. RELATIONSHIP OF PARTIES:** PCP Tactical shall be responsible for its own acts and omissions. PCP Tactical shall not bear any relationship to the County, which would render the County liable for the acts or omissions of PCP Tactical.

**9. INSURANCE:** PCP Tactical shall obtain and maintain the following levels of insurance for all of the above-referenced activities to be conducted during the term of this Agreement. PCP Tactical's insurance shall be primary and consist of at a minimum:

- Commercial General Liability, minimum \$500,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors. Indian River County and Florida Fish & Wildlife Conservation Commission must be named as additional insured.
- Business Auto Liability, minimum \$500,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, hired, and non- owned autos. If a vendor is using a personal vehicle, the minimum acceptable limits for personal auto liability is \$100,000 per occurrence.
- Workers' Compensation Insurance in accordance with Florida Statutes, including Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee); Or "Certificate of Election to be Exempt" issued by the State of Florida Department of Financial Services Division of Workers' Compensation Or notarized statement of exemption that can be requested from the Purchasing Division.

The coverage shall contain no special limitations on the scope of protection afforded to Indian River County, it's officers, officials, employees or volunteers. PCP Tactical shall furnish the County with a certificate evidencing the insurance required by this section no later than July 15, 2023.

**10. ACCESS AND MAINTENANCE:** PCP Tactical shall be issued gate keys to be utilized solely in connection with the usage authorized by this Agreement. PCP Tactical will be responsible for cleanup of the Range after each use including the shooting line areas, grounds, and restrooms. PCP Tactical agrees to secure the Range 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 PCP Tactical's training activities in order to reasonably address compliance with this section.

**11. 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:

PCP TACTICAL: PCP Tactical, LLC/Gorilla Ammunitions  
Attn: Lance Padgett  
10315 102<sup>nd</sup> Terrace  
Sebastian, FL 32958

COUNTY: Indian River County  
Attn: Parks & Recreation Director  
cc: Shooting Range Manager  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

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

**13. TERMINATION IN REGARDS TO F.S. 287.135:** PCP Tactical certifies that it and those related entities of PCP Tactical as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. County may terminate this Contract if PCP Tactical, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

**14. E-Verify:** PCP Tactical is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.

**15. Request for Information Requirements.** PCP Tactical shall comply with all requirements set forth in the Request for Information #2023035 Shooting Range Utilization, issued January 11, 2023, attached hereto as Exhibit A and incorporated by reference here in.

**16. INCIDENTS:** all incidents that result in personal injury or damage to property shall be reported to the range master as soon as practical. The County shall investigate each reported incident in accordance with established procedures.

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

**PCP TACTICAL, LLC and GORILLA AMMUNITION, LLC**

By: \_\_\_\_\_  
ROBERT L. PADGETT, MANAGER

**INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
JOSEPH H. EARMAN, CHAIRMAN

Approved by BCC: \_\_\_\_\_

ATTEST: Ryan L. Butler, Clerk of Circuit Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
William. K. DeBaal, County Attorney