

# **DAVIE POLICE DEPARTMENT MEMORANDUM**

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**TO:** Robert Rawls, Interim Town Administrator

**THROUGH:** Robert McDaniel, Interim Police Chief

**FROM:** Major John R. Tucker, Administration Bureau

**DATE:** 19 April 99

**SUBJECT:** Proposed Resolution - Markham Park Target Range Agreement

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This agreement is between Kenneth C. Jenne, II, Sheriff of Broward County and the Town of Davie for use of the fifty (50) yard target range at Markham Park Target Range. This facility will enable the S.E.T. Officers to qualify with their tactical weapons, as well as all the officers qualifying with their assigned and off-duty weapons.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND/OR APPROPRIATE STAFF TO ENTER INTO AN AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND THE TOWN OF DAVIE FOR USE OF MARKHAM PARK TARGET RANGE.

WHEREAS, Davie Police Department requires all Police Officers to qualify with their assigned weapons, both on duty and off duty ; and

WHEREAS, Kenneth C. Jenne, II, Sheriff of Broward County is offering the Markham Park Target Range for range qualifications of our law enforcement personnel; and

WHEREAS, The Davie Police Department wishes to enter into the agreement between the Sheriff of Broward County and the Town of Davie to use the fifty yard target range at Markham Park Target Range.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the mayor and/or appropriate staff to enter into the agreement between the Sheriff of Broward County and the Town of Davie for the use of the Markham Park Target Range, a copy of which is attached hereto as Exhibit "A".

SECTION 2. That the Mayor and/or appropriate staff is hereby authorized to execute the original agreement on behalf of the Town of Davie acknowledging and accepting the terms, as set forth herein.

SECTION 3 . This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999

## LICENSE AGREEMENT

This License Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by and between Kenneth C. Jenne, II, Sheriff of Broward County, Florida (hereinafter referred to as SHERIFF) and the Town of Davie (hereinafter referred to as LICENSEE).

**WHEREAS**, Broward County owns the Markham Park Target Range, which is specifically described in Exhibit A which is attached hereto and made a part hereof; and

**WHEREAS**, the SHERIFF has entered into an agreement with Broward County (hereinafter referred to as County) for use of the fifty (50) yard target range at Markham Park Target Range; and

**WHEREAS**, the LICENSEE is desirous of using the fifty (50) yard target range for training its law enforcement personnel; **NOW, THEREFORE**,

**IN CONSIDERATION** of the mutual terms and conditions contained herein, the SHERIFF and LICENSEE agree as follows:

1. The SHERIFF shall have the sole discretion to immediately terminate this Agreement upon written notice to the LICENSEE.
2. LICENSEE must submit its written request to use the target range to the SHERIFF's range officer at least ninety (90) calendar days prior to its intended use. SHERIFF's range officer shall have the sole discretion regarding the approval/disapproval of such request. The range officer written approval must be received prior to the LICENSEE use of the range.
3. LICENSEE has absolutely no right, in any regard, to use the target range, unless authorized by the SHERIFF's range officer in accordance with the procedures described in paragraph #2.
4. LICENSEE shall use the target range exclusively for law enforcement training.
5. LICENSEE shall at all times during the term of this Agreement maintain and carry at its expense workers compensation insurance satisfying the requirements of Chapter 440, Florida Statutes, for all persons using the range.
6. LICENSEE shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of LICENSEE, its officers, employees, agents, representatives, designees, servants, invitee or any other person at the Target Range with LICENSEE's knowledge or consent. The Sheriff reserves the right to select the defense

counsel. The provisions of this section shall survive the expiration or early termination of this agreement for any liabilities or claims incurred during the term of this Agreement. LICENSEE will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

7. LICENSEE shall indemnify, hold harmless and defend County, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of LICENSEE, its officers, employees, agents, representatives, designees, servants or any other person using the target range with LICENSEE. The County reserves the right to select defense counsel. The provisions of this section shall survive the expiration or early termination of this Agreement for any liabilities or claims incurred during the term of this Agreement. LICENSEE will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.
8. LICENSEE shall maintain insurance in the amounts hereinafter provided:

Comprehensive General Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Minimum Limits

All insurance acquired under the terms of this provision must be obtained through an insurance company authorized to do business in the State of Florida. The above described insurance policies shall be occurrence policies.

Prior to LICENSEE's use of the target range, LICENSEE shall provide SHERIFF and County with a certificate of insurance listing both the SHERIFF and County as an additional insured for the respective insurance required hereunder. The certificate of insurance shall contain an endorsement to the effect that the SHERIFF and County shall be given at least thirty (30) days prior written notice of any termination, cancellation, or modification of insurance coverage.

9. LICENSEE shall be responsible for any and all repairs directly resulting from LICENSEE's use of the target range.
10. LICENSEE agrees that SHERIFF and County shall have the right to terminate LICENSEE's use of the target range upon verbal instructions of such nature. Upon receipt of such instructions, LICENSEE shall immediately discontinue use of the target range.

11. Either party may terminate this Agreement for convenience upon providing the other party with at least three (3) days prior written notice.
12. This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.
13. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.
14. It is the parties express intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.
15. The terms and conditions of this Agreement shall be binding upon LICENSEE, its successors and assigns.
16. LICENSEE shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local governmental authority.
17. Except as provided herein, neither SHERIFF nor LICENSEE intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, unless otherwise stated herein.
18. In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party shall be entitled to recover the court costs and reasonable attorneys' fees incurred in such action.

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19. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
  20. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.
  21. In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

(INTENTIONALLY LEFT BLANK)

LICENSE AGREEMENT BY AND BETWEEN KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF DAVIE.

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY

\_\_\_\_\_  
KENNETH C. JENNE, II  
Sheriff

Date \_\_\_\_\_

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

By \_\_\_\_\_  
Lynn Futch, General Counsel

Date \_\_\_\_\_

LICENSE AGREEMENT BY AND BETWEEN KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF DAVIE.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

TOWN OF DAVIE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TOWN ADMINISTRATOR

\_\_\_\_\_  
DATE

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Approved as to form:

\_\_\_\_\_  
TOWN ATTORNEY

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