

**TAMPA INTERNATIONAL AIRPORT POLICE DEPARTMENT
LICENSE AGREEMENT FOR THE FIREARMS/TRAINING FACILITY**

This License Agreement for the Tampa International Airport Police Department Firearms/Training Facility (hereinafter "Agreement") is made and entered into this _____ day of December, 2020, by and between the Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as "Licensor"), and Florida Department of Law Enforcement (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensor owns and operates a firearms training facility known as the Tampa International Airport Police Department Firearms/Training Facility, located at 5020 North Westshore Boulevard, for the primary benefit of the Tampa International Police Department (hereinafter "Facility"); and

WHEREAS, Licensee is desirous of using the Facility for the continued marksmanship and training of its employees; and

WHEREAS, Licensor has the power to grant this license to Licensee to use the Facility subject to the terms and conditions contained herein.

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. **PREMISES AND PERMITTED USE**

1.01. Licensor grants Licensee a revocable license to use in common with others the Facility, which includes a firearms range and a classroom, as further depicted on Exhibit A which is attached hereto and incorporated herein.

1.02. In order to use the Facility, Licensee must schedule the dates and times for such use at least 14 days in advance with the Range Officer. Use of the Facility by Licensee is restricted to the normal Facility operating hours of 8:00 a.m. to 11:00 p.m., subject to availability. The Range Officer will schedule the use of the Facility on a first-come, first-serve basis. However, Licensor shall have priority over Licensee in the use of the Facility at all times and Licensee shall not interfere with any use of the Facility by Licensor at any time. Licensee acknowledges and agrees that portions of the Facility may be scheduled for other events at the same time as Licensee, as long as a safety conflict does not arise.

1.03. Only Licensee's sworn personnel and Police Explorers associated with Licensee will be authorized to use the Facility. Sworn personnel are defined as a law enforcement officer, a part-time law enforcement officer or an auxiliary law enforcement officer as set forth in Section 943.10, Florida Statutes. All Police Explorers will be required to sign a separate release and waiver of liability prior to using the Facility.

Section 2. TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for a twelve (12) month period from December 4, 2020 through December 3, 2021. The term of this Agreement may be extended by Licensee for one additional twelve (12) month period by providing written notice to the Licensor no less than 30 days prior to the end of the original term, subject to the approval of the Licensor's Chief Executive Officer. However, either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party.

Section 3. DUTIES AND RESPONSIBILITIES OF LICENSEE

3.01. At all times during Licensee's use of the Facility, and as a condition of such use, Licensee shall provide the following at its own expense:

- (a) A firearms instructor(s) qualified by the Florida Criminal Justice Standards and Training Commission (CJSTC) or other qualified subject-matter expert;
- (b) Targets/Backers;
- (c) Gun cleaning equipment;
- (d) Eye protection, ear protection, and a baseball-style hat with a brim for each employee using the Facility;
- (e) Clean-fire, lead free, non-toxic, or frangible ammunition pre-approved by the Range Officer for use at the Facility; and
- (f) All audio-visual and other equipment necessary for training at the Facility.

3.02. At all times during Licensee's use of the Facility, and as a condition of such use, Licensee shall ensure its certified instructor(s) and employees comply with the following:

- (a) Licensee shall not use the Facility unless Licensee's certified firearms instructor(s) and a Range Officer are present.
- (b) Only clean-fire, lead-free, non-toxic, or frangible ammunition pre-approved by the Range Officer for use at the Facility is permitted. Ammunition used at the Facility must have a minimum velocity of 900 feet per second and a maximum velocity of 3,600 feet per second. The use of any ammunition that is not lead and heavy metal free is prohibited. The use of any ammunition that does not meet the lead and heavy metal free standard will be considered a breach of this Agreement and will result in the immediate termination of use of the Facility by Licensee and termination of this Agreement. Licensee shall reimburse Licensor for all costs associated with the cleanup of any lead or heavy metals within 30 days of receipt of an invoice for such costs. The restrictions contained in this subsection shall apply to all pistol, rifle, shotgun, simunition, and any other type of ammunition used by the Licensee at the Facility.

- (c) The use of armor piercing and incendiary ammunition is prohibited.
- (d) Shotguns using 00 buck loads may be fired only within a distance where the shooter can maintain shots on the target.
- (e) Machine guns may be fired in full automatic mode only within a distance where the shooter can maintain shots on the target. Firing shots from machines guns from any other location is prohibited.
- (f) Moving targets may only be used by the Licensee under the following conditions:
 - i. No shots will be fired from a position greater than the 25 yard line on the range and will be fired only from a position that will ensure that fired rounds impact the bullet trap. Shots will be fired from a position directly in line with the in and out movement of the target.
 - ii. Licensee's instructor(s) shall erect shot boundary markers prior to using the moving target system. No shots will be fired at the moving target once the target has reached or passed the shot boundary marker.
- (g) All employees and other personnel using the Facility will fire only from distances where they can maintain shots within a standard target. For example, if an individual can maintain shots within the target from distances of 15 yards, but is unable to do so at distances beyond 15 yards, that individual would not be authorized to shoot from beyond the 15 yard line until training and practice have increased the individual's skills to the point that shots could be kept in the target from distances beyond the 15 yard line. It is the responsibility of the Licensee to ensure that the Licensee's certified instructor(s) and employees meet and enforce this standard.
- (h) Simunition that utilizes primers free of lead or heavy metal will be authorized only upon approval by the Range Officer.
- (i) Loading and unloading of weapons may take place only on the firing line facing toward the bullet trap. Loading and unloading of weapons is prohibited at any other location at the Facility.
- (j) Firearms or other equipment may be cleaned only in the designated area of the range. The cleaning of firearms in any other area is prohibited.
- (k) Eye and ear protection and a baseball-style hat with a brim must be worn while any person is discharging a firearm.
- (l) Licensee must brief the Range Officer on proposed training activities, drills, and courses prior to engaging in training. Licensee may not vary from approved training activities, drills, or courses without approval of the Range Officer. The Range Officer will terminate or require a change in planned activities judged to be unsafe or not in the best interest of the Facility or Licensor.

(m) The Facility must be cleaned prior to vacating the Facility. Such cleaning includes, but is not limited to, picking up all shell casings and live ammunition; removal of all targets; cleanup of all trash, cups, papers, training aids, eye and ear protection, spills and stains; and securing of audio/visual equipment.

(n) Use of chemical agents at the Facility is restricted to limited O.C. spray/foam familiarization training. All other chemical agents are prohibited. O.C. spray may be used only in areas designated by the Range Officer. Use of O.C. spray in the range is prohibited.

(o) Licensee will ensure that all vehicles are parked in designated parking areas as assigned by Licensor.

(p) Licensee shall not store any firearms, ammunition, targets, cleaning equipment or training equipment at the Facility.

(q) Smoking, chewing of tobacco and the use of snuff or any other similar product is only allowed outdoors.

(r) Licensee shall comply with all other provisions contained in TIAPD Standard Operating Procedure 408, Police Firing Range.

3.03. A breach of any of the restrictions contained in Section 3.02 or elsewhere in this Agreement shall be considered a default of this Agreement and will result in Licensor's immediate termination of this Agreement and Licensee's license to use the Facility.

3.04. Any costs incurred by the Licensor due to damage to the moving target system, target turning mechanism, lights, or any other Facility equipment resulting from the Licensee's use of the Facility shall be reimbursed by the Licensee to the Licensor within 40 days of receipt of an uncontested invoice for such costs.

3.05. Accidental discharges shall be reported to the Range Officer as follows:

(a) Shots fired on the range and contained within the range that do not cause any injury or property damage do not require reporting. However, any injuries, damage to property, or shots fired anywhere outside of the range or that may have escaped containment of the range must be reported to the Range Officer immediately and will require a written report; and

(b) Licensee's employees and/or personnel involved in or witnessing a reportable accidental discharge will remain at the Facility, unless injured, to complete any necessary reports. Licensee's employees and personnel, and any other witnesses, are required to assist in the reporting process, give a statement, and make their firearm available for inspection and testing.

3.06. 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.

3.07. A representative of Licensee shall attend the Licensor's scheduled meetings at the Facility. The meetings will be for the purpose of amendments, updates, and review of the operating procedures for the Facility. The meetings will be schedule by the Range Officer. Attendance at the meeting is required in order to maintain scheduling rights for firearms training. Any meeting shall be conducted only after thirty (30) days notice to the Licensee and will be held at the Facility. At the discretion of the Range Officer, there will be no meeting if there are no changes or updates for range operation.

Section 4. DUTIES AND RESPONSIBILITIES OF LICENSOR

Licensor shall provide the following:

- (a) A range;
- (b) A Range Officer to demonstrate the proper use of Facility equipment; and
- (c) Classroom for training, if available.

Section 5. COMPENSATION

5.01. There will be no fee for the right to use the Facility.

Section 6. INDEMNIFICATION

6.01. To the fullest extent permitted by laws and regulations, Licensee agrees to protect, defend, reimburse, indemnify, save and hold Licensor, its officers, agents and employees and each of them, harmless from any and all claims, expenses, fines, costs, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever by reason of any damage to property, including loss of use; or any damage to the environment, including any environmental contamination; or any bodily injury, including death, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whatsoever, or any governmental agency, which may arise out of, in connection with, or because of the use or occupancy of the Facility, including but not limited to, the Facility, the exterior of the Facility and grounds, parking areas, pedestrian walkways, vehicular paths and grassy areas, by Licensee or its instructor(s), officers, agents, employees, invitees or guests; or Licensee's acts, omissions or operations hereunder; or Licensee's performance, non-performance or purported performance of this Agreement; or such other acts or omissions of Licensee's instructor(s), officers, employees, agents, subcontractors, guests, invitees, or anyone directly or indirectly employed by Licensee. Licensee shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, reasonable attorney's fees, including attorney's fees on appeal, and costs to defend all claims or suits in the name of Licensor, when applicable.

6.02. Licensee agrees to defend all actions in the name of Licensor provided, however, that Licensor reserves the right to select its own legal counsel to conduct any defense in any such proceeding. All costs and fees associated therewith shall be the responsibility of Licensee under this indemnification provision.

6.03. Nothing contained herein is intended nor shall it be construed to waive Licensor's or Licensee's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this Section shall survive the execution, delivery and performance of this Agreement. Compliance with the insurance requirements as attached hereto will not relieve Licensee of its liability or obligation to indemnify Licensor as set forth in this Section.

Section 7. INSURANCE

7.01. Licensee will maintain the following limits and coverage uninterrupted or without amendment throughout the term of this Agreement. In the event Licensee becomes in default of the following requirements, Licensor reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Licensor is an additional insured.

7.02. Required Coverage – Minimum Limits

(a) Commercial General Liability - The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the operations performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting from, arising out of, or in connection with, ongoing operations performed by, or on behalf of, the Licensee under this Agreement or the use or occupancy of the Facility by, or on behalf of, the Licensee in connection with this Agreement.

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

(b) Workers' Compensation and Employer's Liability - The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be maintained in force by Licensee during the term of this Agreement for all employees engaged in operations under this Agreement. The limits of coverage will not be less than:

Part One (Workers' Compensation): Florida Statutory
Part Two (Employer's Liability):

Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

(c) Business Automobile Liability - The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be maintained in force by Licensee during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, and hired vehicles. The limits of coverage will not be less

than:

Bodily & Personal Injury Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate	\$500,000
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7.03. Conditions of Acceptance

This Agreement incorporates by reference the Licensor's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement.

Section 8. ASSIGNMENT

Licensee will not assign this Agreement without the prior written consent of Licensor.

Section 9. USE OF PREMISES

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

Section 11. ASSUMPTION OF RISK

LICENSEE HEREBY ACKNOWLEDGES AND ACCEPTS THAT ENTERING AND USING THE FACILITY AND TAKING PART IN ACTIVITIES AT THE FACILITY, WHICH INCLUDE, BUT ARE NOT LIMITED TO, INSTRUCTION AND TRAINING IN THE USE OF FIREARMS, THE DISCHARGE OF FIREARMS, THE FIRING OF LIVE AMMUNITIONS, AND ALL ASSOCIATED ACTIVITIES, ARE INHERENTLY DANGEROUS AND CONTAIN INHERENT RISK, INCLUDING THE RISK OF SERIOUS INJURY OR DEATH, THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. UNDERSTANDING SUCH DANGERS AND RISKS, LICENSEE VOLUNTARILY AND FREELY ASSUMES ANY AND ALL SUCH RISK OF HARM, INJURY OR DEATH WHILE IT OR ANY OF ITS CERTIFIED INSTRUCTORS, AGENTS, EMPLOYEES, MEMBERS, INVITEES OR GUESTS ARE PRESENT AT OR USING THE FACILITY.

Section 12. 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, Licensor and any other public authority which may be applicable to the use of the Facility by Licensee. Licensee shall obtain, at its expense, any and all required permits and licenses.

Section 13. NON-DISCRIMINATION/AFFIRMATIVE ACTION

13.01. Licensee assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Licensee, to ensure, *inter alia*, that no person will be excluded from participating in any activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Licensee, if required by such regulations, will provide assurances to Licensor that Licensee will undertake an affirmative action program and will require the same of its sub-organizations.

13.02. Licensee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Licensee will fully comply with the requirements of 49 C.F.R. Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

13.03. In the event of breach of any of the above non-discrimination covenants, Licensor will have the right to terminate this Agreement as if said Agreement had never been made.

Section 14. LICENSE NOT A LEASE

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

Section 15. 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 in the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

Section 16. 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 Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

Section 17. SEVERABILITY

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

Section 18. 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:

To Licensor

Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, FL 33622-2287
Attn: Joseph W. Lopano
Chief Executive Officer

To Licensee

Florida Dept. of Law Enforcement
Attn: Legal Department
P.O. Box 1489
Tallahassee, FL 32302

IN WITNESS THEREOF, the parties hereto have set their hands and corporate seals on this ___ day of _____, 2020.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Jane Castor
Secretary

Gary W. Harrod
Chairman

Signed, sealed, and delivered in the presence of:

LEGAL FORM APPROVED:

Witness Signature

By: _____
David Scott Knight
Assistant General Counsel

Print Name

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, in the capacity of Secretary of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

Florida Department of Law Enforcement

By: Rick Swearingen
FDLE Commissioner

Signed, sealed, and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

Florida Department of Law Enforcement

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____ in the capacity of _____, for the _____, on its behalf. S/He is personally known to me and did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)