

**ATTACHMENT D  
MEMORANDUM OF AGREEMENT  
EMERGENCY TEAM RESPONSE  
FIRING RANGE / OBSTACLE COURSE USE**

**BY AND BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND**

**PARTIES**

This Memorandum of Agreement (Agreement) is between the Florida Department of Corrections ("Department") and, ("Participating Entity"), which are the parties hereto. The Participating Entity operates the Gadsden Correctional Facility.

The parties are authorized to enter into this Agreement pursuant to Section 945.04, Florida Statutes.

WHEREAS, the Department has certain Emergency Teams, as specified below and collectively referred to herein as the "Emergency Teams:"

- a) Crisis negotiation teams ("CNT");
- b) Corrections emergency response teams ("CERT");
- c) Rapid response teams ("RRT");
- d) Designated Armed Response Teams (DART); and
- e) Canine tracking teams.

WHEREAS, the Department is willing to offer the assistance of the Emergency Teams to the Participating Entity at its facility under contract with the Florida Department of Management Services, currently housing State of Florida inmates;

WHEREAS, the Department's Emergency Teams are available for the tracking of escaped offenders, for hostage negotiations, hostage rescues, riot and disturbance control; subject to the limitations stated herein; and

WHEREAS, the Participating Entity has requested assistance be available upon their determination of need.

WHEREAS, the Department, has firing ranges, training buildings and obstacle courses to certify officers for safe firearms handling and shooting, providing for firearms qualifications, and emergency team trainings (e.g., crisis negotiation, corrections emergency response, rapid response) and physical fitness;

WHEREAS, the Department wishes to render assistance to the Participating Entity, who is under contract with the Florida Department of Management Services for the provision of private prison operation, and who may from time to time require use of the Department's firing ranges, training buildings, and obstacle courses on a statewide basis in providing trainings as referenced above, to the extent that it is lawfully able to do so without impeding its primary mission;

WHEREAS, the Participating Entity employs correctional officers who by law are vested with the authority to bear arms and whose primary responsibility is the enforcement of the penal laws of the state; and

WHEREAS, these officers are required, for purposes of certification by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission, to exhibit proficiency with firearms which requires the shooting of a firearm on a firing range.

NOW THEREFORE, the Department and the Participating Entity, through their undersigned agents, agree as follows:

## **I. TERM OF AGREEMENT**

This Agreement shall begin on the date on which the respective Operations and Management Agreements (hereinafter, OMA) between the Participating Entity and the State of Florida, Department of Management Services, Bureau of Private Prison Monitoring for each facility is implemented, as long as this agreement has been signed by both parties. If the OMA has an implementation date prior to the date in which this agreement is signed by both parties, then this Agreement shall begin on the date on which it is signed by both parties. In that case, if the Agreement is signed by the parties on different dates, the latter shall control.

## **II. SCOPE OF AGREEMENT**

The Department and the Participating Entity agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

### **A. Overview**

The parties shall work together to coordinate Emergency Team responses at the Participating Entity's State contracted facility referenced above as well as to establish guidelines between the parties to allow the Participating Entity's certified instructors and correctional officers to use the Department's firing ranges, training buildings, and obstacle courses located at the Department's institutions for firearms qualification and training, emergency team trainings and physical fitness.

### **B. Department Responsibilities**

The Department through the use of its Emergency Teams will perform the following duties in support of this Agreement:

- 1) The Department will endeavor to provide the assistance of the Department's emergency teams whenever requested to do so by the Participating Entity in accordance with applicable Department rules and procedures. However, the Department's ability to provide the assistance of the Institution's emergency teams may be subject to operational constraints. Therefore, this Agreement does not imply or create any liability if the Department is unable to provide such assistance or if it is limited.
- 2) Upon request of the Participating Entity, authorization to provide assistance will be requested through the Assistant Secretary of Institutions and Re-Entry.
- 3) Upon receiving the request for assistance the Department will be responsible for determining if the requested resources are available. The Department will then notify the institution(s) responsible to provide emergency team response and notify the Participating Entity facility that their request has been approved. The Department will also notify the Participating Entity Warden which response teams are approved to assist and provide a point of contact for each responding facility.

- 4) The Warden(s) or his/her designee at the Department Institution(s) will be responsible for the activation of the appropriate emergency teams, activation of the Department emergency management system and deployment of teams to the requesting Participating Entity. The Warden will also notify the Participating Entity of the emergency teams' approximate time of arrival.
- 5) The Department will coordinate training with the Participating Entity's staff which will include the emergency response capabilities of Department teams, procedures for team utilization, and response plans including specific provisions for unified command training that clearly define the roles of responding Department Emergency Teams and the Participating Entity.

To ensure a coordinated response, the following training will be conducted with the Emergency Response Team leadership (CCA SORT, Department CERT, RRT, CRT, and/or K9 Tracking Dog Teams) at the Participating Entity's facility, coordinated and monitored by the Department's regional office:

- a. First (1<sup>st</sup>) Quarter (January – March): institutional evacuation tabletop exercise, emergency plan review, physical plant walkthrough, and blue print review (four [4] hours).
- b. Second (2<sup>nd</sup>) Quarter (April – June): escape tabletop exercise and escape plan review (four [4] hours).
- c. Third (3<sup>rd</sup>) Quarter (July – September): disturbance control tabletop exercise, facility physical plant walkthrough, emergency plan review, and blue print review (four [4] hours).
- d. Fourth (4<sup>th</sup>) Quarter (October – December): hostage scenario tabletop exercise, emergency plan review, and physical plant walkthrough (four [4] hours).

The Participating Entity facility warden will schedule the quarterly drill through the Department's Regional Office.

- 6) The applicable Warden or his/her designee will be available to coordinate scheduling and security requirements with the Participating Entity representative for each use by the Participating Entity of the institution's firing range, training building and obstacle course.

#### C. Participating Entity Responsibilities

The Participating Entity will perform the following duties in support of this Agreement:

- 1) The Participating Entity is responsible for complying with the Department's Procedure 602.022 Special Teams in its entirety, except as outlined below. The following sections are intended to provide clarification as to the Participating Entities responsibilities.
  - a. The Participating Entity shall field the following teams in accordance with 602.022 to include structure, membership requirements, selection, physical assessment, training, and activation/deployment, unless specifically exempted in this agreement.
    - i. Crisis Negotiation Team (CNT) where used herein for this agreement, refers to an institution's crisis negotiation team consisting of two (2) staff members made up of a negotiator and a coach trained in hostage negotiations and crisis intervention, the latter of whom will temporarily perform the essential duties of the recorder and intelligence officer until the full CNT complement arrives. The

Participating Entity's CNT will train quarterly with the CNT group as assigned by the Department's regional office.

- ii. Rapid Response Team (RRT) where used herein for this agreement, refers to a rapid response team comprised of Correctional Officers consisting of a squad leader, assistant squad leader, and ten (10) members specially trained in less lethal and lethal munitions, chemical munitions, crowd control, and riot suppression.
  - iii. Designated Armed Response Team (DART) where used herein for this agreement, refers to designated armed response teams consisting of a group of five (5) to seven (7) officers with a leader designated on each shift trained in basic tactical formations, command and control techniques, crowd control techniques, weapons handling and deployment, deployment of chemical munitions, and the utilization of less than lethal and lethal munitions.
- b. The Participating Entity is not assigned to platoons for activation, deployment or training purposes. However, the Participating Entity is expected to conduct individual training as outlined in 602.022.
  - c. The Participating Entity is responsible for providing documentation of completion of the required procedural training to the appropriate regional office.
  - d. The Participating Entity is not required to have a canine tracking team, honor guard team, or a correctional emergency response team (CERT).
  - e. The Participating Entity is authorized to substitute 37mm launchers/munitions for the required 40mm launchers/munitions.
- 2) The Participating Entity agrees, when making a request for assistance of the canine tracking team, that the supervising authority of the Participating Entity shall provide the Department with information concerning the level of risk that will be involved in the search (e.g., whether the tracked person is armed, has a history of violence, or has a history of mental disorder that could cause confrontational behavior).
  - 3) The Participating Entity shall, when making a request for emergency teams during the event of riot and disorder, and/or hostage incidents shall provide the Department with information concerning the level of risk that will be involved (e.g., weapons involved, number of inmates, names of any hostages, backgrounds on all involved, area of incident with floor plan layouts, etc.).
  - 4) Emergency team assistance can be provided to the Participating Entity if the head of the requesting Participating Entity provides the Department with a request for assistance. The Unified Command structure will be utilized for incident management and resolution for incidents resulting in such a request in accordance with the National Incident Management System and Incident Command System principles. A command post will be established at the Participating Entity's facility for emergency management and resolution operations. The Department will provide an onsite command level representative for the facility command post to participate in Unified Command. Unified Command will be utilized to jointly establish goals, objectives, the incident action plan and incident resolution jointly utilizing Participating Entity and Department resources. All direction for incident management and/or resolution to onsite response teams will be directed through the

command post located at the incident location. The need for additional emergency response resources will be made through the onsite Department representative. While it is the intent that incident command staff for the Participating Entity and the Department work together in a unified command structure to resolve the incident; should a joint, consensus decision as to the resolution strategy/tactics to be employed not be possible, the Department's commander will make the ultimate determination.

- 5) The Participating Entity agrees to coordinate with the Department's regional office to conduct training with Department Emergency Teams for site visits, familiarization with Participating Entity's physical facility layouts, etc. as well as the quarterly drills.
- 6) The Participating Entity shall only use the Department's firing ranges, training buildings and obstacle courses under the conditions and for the purposes of this Agreement as stated herein.
- 7) The Participating Entity assumes all liability of their certified instructors, certified correctional officers or other Participating Entity personnel involved or associated with the Participating Entity, while using the firing ranges, training buildings or obstacle courses. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability. Attachment E, "Department of Corrections' Release of Liability" shall be completed by the Participating Entity's certified instructors, certified correctional officers or other Participating Entity personnel, prior to utilizing the Department's firing ranges, training buildings or obstacle courses.
- 8) At all times that the Department's ranges, training building and obstacle courses are utilized by the Participating Entity, the Participating Entity shall ensure that a certified range master, where applicable, is present and the appropriate ratio of range officers to students on the range is met in accordance with the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission requirements.
- 9) Where applicable, the Participating Entity shall be responsible for the oversight and operation of each firearms qualification session or training session and is solely responsible for supervising and instructing all Participating Entity law enforcement officers or other Participating Entity staff utilizing the firing ranges, training buildings and obstacle courses.
- 10) The Participating Entity shall ensure that no Participating Entity participant on the firing ranges, in the training buildings and obstacle courses, or adjacent Department property is a convicted felon.
- 11) The Participating Entity is solely responsible for determining who is eligible to use the Department's firing ranges and shall ensure that only Participating Entity employees, qualified to seek firearm certification, use the firing range.
- 12) The Participating Entity shall request the use of the Department's firing ranges, training buildings and obstacle courses from the applicable Wardens or his/her designees a minimum of ten days in advance of any scheduled firearms qualification sessions, training events and use of obstacle courses.
- 13) The Participating Entity shall notify the applicable Warden or his/her designee upon completion of each training session(s).

- 14) The Participating Entity understands that proper security of the firing ranges, training buildings and obstacle courses is a priority. The Participating Entity shall conduct or attend Department facilitated firearm qualification sessions using standard firearm safety protocols, and/or other emergency team protocols as applicable.
- 15) The Participating Entity shall ensure that all Participating Entity certified correctional officers or other Participating Entity staff in each and every firearms qualification session will abide by any posted rules at the firing ranges, training buildings, and obstacle courses where applicable.
- 16) The Participating Entity is responsible for all materials and supplies (e.g., weapons, ammunition, specialized equipment, etc.) used in the firearm qualification sessions, or any other emergency team trainings.
- 17) The Participating Entity is responsible for cleaning the firing ranges and training buildings (e.g., pick-up of dispensed shells/cartridges, trash, etc.) and obstacle courses after each and every firearms qualification session, or training session.
- 18) The Participating Entity shall be responsible for ensuring that all weapons brought onto Department property, including but not limited to the firing range and training building, are secured at all times when not in use and utilized in a manner that will ensure the security and safety of all Participating Entity law enforcement officers or other Participating Entity staff, qualified to seek firearm certification, as well as institutional personnel.

#### D. Regulations Governing Use

Failure of the Participating Entity and/or any of its personnel to comply with the terms of this Agreement may result in suspension of the use of the Department's firing ranges, training buildings and obstacle courses

### III. **FINANCIAL OBLIGATION OF THE PARTIES**

The Participating Entity shall reimburse the Department for all costs incurred by the Department Resulting from the utilization of this Agreement. This will include, but is not limited to the following:

- a. Personnel costs incurred as a result of deploying the Department Emergency Teams include any regular and/or overtime costs of the team members or personnel necessary to maintain staffing at the institution from which the teams are deployed.
- b. Personnel costs incurred to coordinate, conduct, and monitor the required training.
- c. Travel costs for team members and reimbursement for Department vehicle mileage at the rate of \$0.445 per mile.
- d. Reimbursement for any damaged equipment or uniforms at cost of repair or replacement.
- e. Reimbursement for materials, supplies and ammunition expended by the Department.
- f. Team member training costs required as a result of this Agreement.

The Department Bureau of Finance and Accounting will prepare an invoice, Exhibit B, as requested by the appropriate regional office through the Department's Agreement Manager and

will send it to the Participating Entity. The Participating Entity shall render payment within thirty (30) days of the invoice date. The Participating Entity shall contact the Department's Agreement Manager to resolve any issues related to the invoiced charges prior to the expiration of the thirty (30) days above or the invoice is considered to be accepted as accurate.

#### **IV. AGREEMENT MANAGEMENT**

##### **A. Department's Agreement Administrator**

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Bureau of Procurement and Supply  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
(850) 488-6671 (telephone)  
(850) 922-8897 (facsimile)

##### **B. B. Agreement Managers**

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contact regarding issues arising out of this Agreement.

#### **V. REVIEW AND MODIFICATION**

- A. Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.
- B. Modifications to the provisions of this Agreement, with the exception of Section IV., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

#### **VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail, (return receipt requested).

In addition, this Agreement may be terminated with 24 hours' notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

## VII. OTHER CONDITIONS

### A. Waiver and Assumption of Risk

The Participating Entity hereby releases, waives, and discharges and covenants not to sue the Department or its employees, agents, officers or heirs, from all liability to the Participating Entity, its staff, its personal representatives, assigns, heirs and next-of-kin for any and all loss or damage, and any claim or demand therefore, on account of injury to any staff or property or resulting in death of Participating Entity staff, whether caused by the negligence of any employee, agent or officer of the Florida Department of Corrections or otherwise resulting from performance of services contemplated by this MOA. The Participating Entity shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Participating Entity or its employees or agents, in the course of the operations of this Agreement, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

### B. Insurance

The Participating Entity agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. The Participating Entity accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Participating Entity and the Department under this Agreement. Upon the execution of this Agreement, the Participating Entity shall furnish the Agreement Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Agency is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Agency shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

### C. Institutional Security

In carrying out the provisions of this Agreement, the Participating Entity must comply with the security procedures established for vendors doing business in Department of Corrections' facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions".

### D. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and Participating Entity are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall



each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the Parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**VIII. MATTERS BEYOND THE CONTROL OF THE DEPARTMENT AND THE PARTICIPATING ENTITY**

Neither the Department nor Participating Entity shall be responsible for any failure or delay in performance hereunder due to circumstances beyond their reasonable control including, without limitation, Acts of God, accidents, mechanical power failures, unavailability of funds or resources, acts, omissions and defaults of third parties and official, governmental and judicial action beyond their control. In the event of occurrences, which require the implementation of a Disaster Recovery Plan or similar emergency management plan, the parties shall use their best efforts to provide a level of service consistent with this Agreement.

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**AUTHORIZATION FOR SIGNATURE**

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**TBD**

SIGNED  
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality, subject  
to execution:

SIGNED  
BY: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A  
**DEPARTMENT OF CORRECTIONS**  
**MAJOR INSTITUTIONS**

<i>Region I</i>	
<p><b>Apalachee Correctional Institution East</b>            35 Apalachee Drive            Sneads, Florida 32460-4166            (850) 718-0688            Fax: (850) 593-6445</p>	<p><b>Apalachee Correctional Institution West</b>            52 West Unit Drive            Sneads Florida 32460-4165            (850) 718-0577            Fax: (850) 593-6445</p>
<p><b>Calhoun Correctional Institution</b>            19562 SE Institution Drive            Blountstown, Florida 32424-5156            (850) 237-6500            Fax: (850) 237-6508</p>	<p><b>Century Correctional Institution</b>            400 Tedder Road            Century, Florida 32535-3659            (850) 256-2600            Fax: (850) 256-2335</p>
<p><b>Franklin Correctional Institution</b>            1760 Highway 67 North            Carrabelle, Florida 32322            (850) 697-1100            Fax: (850) 697-1108</p>	<p><b>Gulf Correctional Institution</b>            500 Ike Steele Road            Wewahitchka, Florida 32465-0010            (850) 639-1000 SC 790-1000            Fax: (850) 639-1182</p>
<p><b>Gulf Correctional Institution Annex</b>            699 Ike Steel Road            Wewahitchka, Florida 32465            (850) 639-1509            Fax: (850) 639-1508</p>	<p><b>Holmes Correctional Institution</b>            3142 Thomas Drive            Bonifay, Florida 32425-0190            (850) 547-2100            Fax: (850) 547-0522</p>
<p><b>Jackson Correctional Institution</b>            5563 10th Street            Malone, Florida 32445-3144            (850) 569-5260            Fax: (850) 569-5996</p>	<p><b>Jefferson Correctional Institution</b>            1050 Big Joe Road            Monticello, Florida 32344-0430            (850) 342-0500            Fax: (850) 997-0973</p>
<p><b>Liberty Correctional Institution</b>            11064 N.W. Dempsey Barron Road            Bristol, Florida 32321-9711            (850) 643-9400            Fax: (850) 643-9412</p>	<p><b>Northwest Florida Reception Center</b>            4455 Sam Mitchell Drive            Chipley, Florida 32428-3597            (850) 773-6100            Fax: (850) 773-6252</p>
<p><b>Northwest Florida Reception Center Annex</b>            4455 Sam Mitchell Drive            Chipley, Florida 32428-3597            (850) 773-6500            Fax: (850) 773-6611</p>	<p><b>Okaloosa Correctional Institution</b>            3189 Little Silver Rd.            Crestview, Florida 32539-6708            (850) 682-0931            Fax: (850) 689-7803</p>
<p><b>Quincy Annex</b>            2225 Pat Thomas Parkway            Quincy, Florida 32351-8645            (850) 627-5400            Fax: (850) 875-3572</p>	<p><b>Santa Rosa CI</b>            5850 East Milton Rd.            Milton, Florida 32583-7914            (850) 983-5800            Fax (850) 983-5907</p>
<p><b>Santa Rosa Annex</b>            5850 East Milton Rd.            Milton, Florida 32583-7914            (850) 983-5800            Fax (850) 983-5907</p>	<p><b>Taylor Correctional Institution</b>            8501 Hampton Springs Road            Perry, Florida 32348-8747            (850) 838-4000            Fax: (850) 838-4024</p>

<p><b>Taylor Correctional Institution Annex</b>  8501 Hampton Springs Road  Perry, Florida 32348  (850) 838-4002  Fax: (850) 838-4024</p>	<p><b>Wakulla Correctional Institution</b>  110 Melaleuca Drive  Crawfordville, Florida 32327-4963  (850) 410-1895  Fax: (850) 410-0203</p>
<p><b>Wakulla Annex</b>  110 Melaleuca Drive  Crawfordville, Florida 32327-4963  (850) 487-4341  Fax: (850) 410-0203</p>	<p><b>Walton Correctional Institution</b>  691 Institution Road  DeFuniak Springs, Florida 32433-1831  (850) 951-1300  Fax: (850) 951-1750</p>
<b>Region II</b>	
<p><b>Baker Correctional Institution</b>  P.O. Box 500, 20706 US 90 W.  Sanderson, Florida 32087-0500  (386) 719-4500  Fax: (386) 758-5759</p>	<p><b>Columbia Correctional Institution</b>  216 S.E. Corrections Way  Lake City, Florida 32025-2013  (386) 754-7600  Fax: (386) 754-7602</p>
<p><b>Columbia Correctional Institution Annex</b>  216 S.E. Corrections Way  Lake City, Florida 32025-2013  (386) 466-3000  Fax: (386) 754-7602</p>	<p><b>Cross City Correctional Institution</b>  568 NE 255<sup>th</sup> Street  Cross City, Florida 32628  (352) 498-4444  Fax: (352) 498-4333 or 4334</p>
<p><b>Florida State Prison</b>  7819 N.W. 228<sup>th</sup> Street  Raiford, Florida 32026-1000  (904) 368-2500  Fax: (904) 368-2732</p>	<p><b>Florida St. Prison West Unit</b>  Post Office Box 747  State Road 16  Starke, Florida 32091-0747  (904) 368-2500  Fax: (904) 368-27299</p>
<p><b>Hamilton Correctional Institution</b>  10650 SW 46<sup>th</sup> Street  Jasper, Florida 32052-1360  (386) 792-5151  Fax: (386) 792-515</p>	<p><b>Hamilton Correctional Institution Annex</b>  10650 S.W. 46<sup>th</sup> Street  Jasper, Florida 32052-1360  (386) 792-5151  Fax: (386) 792-5159</p>
<p><b>Lancaster Correctional Institution</b>  3449 S.W. State Road 26  Trenton, Florida 32693-5641  (352) 463-4100  Fax: (352) 463-3476</p>	<p><b>Lawtey Correctional Institution</b>  7819 N.W. 228<sup>th</sup> Street  Raiford, Florida 32026-2000  (904) 782-2000  Fax: (904) 782-2005</p>
<p><b>Lowell Correctional Institution</b>  11120 NW Gainesville Rd  Ocala, Florida 34482-1479  (352) 401-5301  Fax: (352) 401-5331</p>	<p><b>Lowell Correctional Institution Annex</b>  11120 NW Gainesville Rd  Ocala, Florida 34482-1479  (352) 401-5301  Fax: (352) 401-5331</p>
<p><b>Lowell Reception Center</b>  3700 NW 111<sup>th</sup> Place  Ocala, Florida 34482-1479  352-840-8000  FAX: (352) 401-5331</p>	<p><b>Madison Correctional Institution</b>  382 Southwest MCI Way  Madison, Florida 32340-4430  (850) 973-5300  Fax: (904) 973-5339</p>

<p><b>Marion Correctional Institution</b>  3269 NW 105th Street  Lowell, Florida 32663-0158  (352) 401-6400  Fax: (352) 840-5657</p>	<p><b>Mayo Correctional Institution Annex</b>  8784 US Highway 27 West  Mayo, Florida 32066-3458  (386) 294-4500  Fax: (386) 294-4534</p>
<p><b>Putnam Correctional Institution</b>  128 Yelvington Road  East Palatka, Florida 32131-2112  (386) 326-6800  Fax: (386) 312-2219</p>	<p><b>Reception and Medical Center</b>  P.O. Box 628  Hwy 231  Lake Butler, Florida 32054-0628  (386) 496-6000  Fax: (386) 496-3287</p>
<p><b>Reception and Medical Center West</b>  8183 SW 152nd Loop  P.O. Box 628  Lake Butler, Florida 32054-0628  (386) 496-6002  Fax: (386) 496-4689</p>	<p><b>Suwannee Correctional Institution</b>  5964 U.S. Highway 90  Live Oak, Florida 32060  (386) 963-6201  Fax: (386) 963-6103</p>
<p><b>Suwannee Correctional Institution Annex</b>  5964 U.S. Highway 90  Live Oak, Florida 32060  (386) 963-6301  Fax: (386) 963-6103</p>	<p><b>Tomoka Correctional Institution</b>  3950 Tiger Bay Road  Daytona Beach, Florida 32124-1098  (386) 323-1070  Fax: (386) 323-1006</p>
<p><b>Union Correctional Institution</b>  7819 N.W. 228<sup>th</sup> Street  Raiford, Florida 32026-4000  (386) 431-2000  Fax: (386) 431-2016</p>	
<b>Region III</b>	
<p><b>Avon Park Correctional Institution</b>  P.O. Box 1100  County Road 64 East  Avon Park, Florida 33826-1100  (863) 453-3174  Fax: (863) 453-1511</p>	<p><b>Central Florida Reception Center</b>  7000 H C Kelley Rd  Orlando, Florida 32831-2518  (407) 207-7777  Fax: (407) 249-6570</p>
<p><b>Central Florida Reception Center East</b>  7000 H C Kelley Road  Orlando, Florida 32831-2518  (407) 207-7777  Fax: (407) 249-6570</p>	<p><b>Central Florida Reception Center South</b>  7000 H C Kelley Road  Orlando, Florida 32831-2518  (407) 207-7777  Fax: (407) 249-6570</p>
<p><b>Charlotte Correctional Institution</b>  33123 Oil Well Road  Punta Gorda, Florida 33955-9701  (941) 833-2300  Fax: (941) 575-5747</p>	<p><b>Dade Correctional Institution</b>  19000 S. W. 377<sup>th</sup> Street  Florida City, Florida 33034-6409  (305) 242-1900  Fax: (305) 242-1881</p>
<p><b>DeSoto Annex</b>  13617 S.E. Highway 70  Arcadia, Florida 34266-7800  (863) 494-3727  Fax: (863) 494-1740</p>	<p><b>Everglades Correctional Institution</b>  1601 S.W. 187<sup>th</sup> Ave.  Miami, Florida 33185-3701  (305) 228-2054  Fax: (305) 228-2039</p>

<p><b>Hardee Correctional Institution</b>  6901 State Road 62  Bowling Green, Florida 33834-9505  (863) 767-4500  Fax: (863) 767-4504</p>	<p><b>Hernando Correctional Institution</b>  16415 Springhill Drive  Brooksville, Florida 34604-8167  (352) 754-6715  Fax: (352) 544-2307</p>
<p><b>Homestead Correctional Institution</b>  19000 S. W. 377<sup>th</sup> Street  Florida City, Florida 33034-6409  (305) 242-1700  Fax: (305) 242-2424</p>	<p><b>Lake Correctional Institution</b>  19225 U.S. Highway 27  Clermont, Florida 34715-9025  (352) 394-6146  Fax: (352) 394-3504</p>
<p><b>Martin Correctional Institution</b>  1150 S.W. Allapattah Road  Indiantown, Florida 34956-4397  (772) 597-3705  Fax: (772) 597-3742</p>	<p><b>Okeechobee Correctional Institution</b>  3420 N.E. 168<sup>th</sup> St.  Okeechobee, Florida 34972-4824  (863) 462-5474  Fax: (863) 462-5402</p>
<p><b>Polk Correctional Institution</b>  10800 Evans Road  Polk City, Florida 33868-6925  (863) 984-2273  Fax: (863) 984-3072</p>	<p><b>South Florida Reception Center</b>  14000 NW 41<sup>st</sup> Street  Doral, Florida 33178-3003  (305) 592-9567  Fax: (305) 470-5628</p>
<p><b>South Florida Reception Center</b>  South Unit:  13910 NW 41<sup>st</sup> Street  Doral, Florida 33178-3014  (305) 592-9567  Fax: (305) 470-5628</p>	<p><b>Sumter Correctional Institution and BTU</b>  9544 County Road 476B  Bushnell, Florida 33513-0667  (352) 569-6100  Fax: (352) 569-6196</p>
<p><b>Zephyrhills Correctional Institution</b>  2739 Gall Boulevard  Zephyrhills, Florida 33541-9701  (813) 782-5521  Fax: (813) 782-4954</p>	

**Exhibit B**  
**Department of Corrections**  
**Agreement Invoice**

In accordance with Section III of Agreement #XXXX, the following is a detailed accounting of costs incurred by the department resulting from the utilization of this agreement. This invoice will be submitted by the appropriate regional office to the bureau chief of security operations, who will forward to the Bureau of Finance and Accounting, who will send it to the Participating Entity. The Participating Entity shall render payment within thirty (30) days of the invoice date. The Participating Entity shall contact the Department's Agreement Manager to resolve any issues related to the invoiced charges prior to the expiration of the thirty (30) days above or the invoice is considered to be accepted as accurate.

Date of Incident/Training: \_\_\_\_\_

Invoice type: \_\_\_\_\_ Activation/Deployment of Department Emergency Teams  
 \_\_\_\_\_ Agreement Required Training Coordination/Monitoring

Personnel Costs (attach additional sheets as required)			
Name of Staff	Hourly Rate		Total
Regular Time / Overtime to maintain staffing at home institution			
Facility	# of Staff	Hourly Rate / OT Rate	Total
Travel Costs			
Facility / Vehicle #	Mileage	Mileage @ \$0.445 per mile	Total
Damaged Equipment / Uniforms or Expended Materials, Supplies, or Ammunition/Munitions			
Facility	# & Type	Actual Replacement Cost	Total
TOTAL			
\$			

\_\_\_\_\_  
 Regional Office Staff (name/title)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bureau Chief – Security Operations

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bureau Chief – Finance and Accounting

\_\_\_\_\_  
 Date

**ATTACHMENT E**  
DEPARTMENT OF CORRECTIONS RELEASE OF LIABILITY  
THIS IS A RELEASE OF LIABILITY--READ BEFORE SIGNING

**NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY FIRING RANGE EVENT AND OBSTACLE COURSE.**

IN CONSIDERATION of the mutual covenants contained herein, and additionally, in consideration of the undersigned's being permitted to enter upon and partake in activities upon any training facility to include, but not limited to, firing ranges and obstacle courses owned, leased and/or operated by the Department of Corrections and in consideration of being permitted to participate in any way or in any manner in activities associated with a training facility, to include, but not limited to, firing ranges and obstacle courses under the ownership and/or control and/or auspices of the State of Florida, Department of Corrections, \_\_\_\_\_, the undersigned hereby acknowledges, consents and agrees as follows:

1. I acknowledge that the risk of injury or death from the activities associated with and/or involved in or upon any training facility to include, but not limited to, firing ranges and obstacle courses is significant, including the potential for permanent disability and death. I further acknowledge that protective equipment and personal discipline may minimize this risk of serious injury or death.
2. I represent that I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Department of Corrections and/or those persons released from liability as set forth herein below, and I assume full responsibility for my participation for any injury, death or damages caused by my actions.
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless from any and all liability the State of Florida, Department of Corrections, the owner and/ or lessor of the premises used to conduct training activities. I further hereby release and hold harmless the Department of Correction's officers, officials, agents and/or employees ("Releasees"). Such release to the Department of Corrections and the Releasees shall apply to and be with respect to any and all injury, disability, death or loss or damage to any person or property whether caused by the negligence of the releasees or otherwise and whether caused by any person or by any incident and/or whether caused by a person or incident that is unknown or is later determined to be unknown. I understand and agree that this Release of Liability Agreement covers each and every training activity, to include, but not limited to, firing range and obstacle course activity and event in which I participate upon such premises owned or leased and/or operated by the Department of Corrections. This release applies whether I am participating, observing or utilizing the Department's training facilities to include, but not limited to, firearms and obstacle course training, practice or any other purpose as I acknowledge mere presence upon these areas could be inherently dangerous.
4. I acknowledge and agree that this release, waiver and indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.



**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS RELEASE FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_ Date Signed: \_\_\_\_\_ Phone #: \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_  
PARTICIPANT'S SIGNATURE (or legal guardian, if minor)

Date of Birth \_\_\_\_\_

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY,  
\_\_\_\_\_  
STATE ZIP CODE

Sworn to and Subscribed before me personally by \_\_\_\_\_, who after being duly sworn did state that he/she has read the above release and executes this release freely and voluntarily this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name of Notary  
My Commission Expires

Seal

Identification by: check one (\_\_\_) Driver's License  
(\_\_\_) Picture Identification by \_\_\_\_\_

The undersigned parent or guardian hereby gives permission, to authorize emergency medical treatment as may be necessary for the child named below, while upon the FIRING RANGE and OBSTACLE COURSE owned or leased by the Department of Corrections.

\_\_\_\_\_(\_\_\_\_)\_\_\_\_\_  
**NAME PHONE**  
\_\_\_\_\_  
**ADDRESS**  
\_\_\_\_\_  
**CITY, STATE ZIP**

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN