

MONROE COUNTY SHERIFF'S OFFICE

HR 218 Firearms Qualifications

The Monroe County Sheriffs Office is offering MCSO retired law enforcement and corrections deputies, as well as other retired certified law enforcement officers that reside in Monroe County, an opportunity to qualify under HR 218/H.B. 143, Chapter 2007-111. Former Monroe Sheriffs Office Deputies are exempt from the requirement of having to reside within Monroe County.

Qualifications for retired law enforcement deputies and officers will be held at a range, date and time determined by the Training Staff. Qualifications will be conducted by MCSO's certified CJSTC Firearms Instructors.

Please see the following requirements in order to participate:

- By Florida law, all costs associated with the demonstration by such person to meet the required range testing component shall be the expense of the person being tested. The cost is \$75.00 **per person for each qualification session attended.**
- Only checks or money orders will be accepted. Payment should be made out to the Monroe County Sheriffs Office. Participants may add "Firearms qualification, HR 218" to the note section of their check or money order.
- For those who do not have internet access, MCSO Human Resources will be supplied with informational packets that can be picked up or mailed upon requests.
- Information will be posted in the MCSO retiree Web site and on keysso.net.
- Retired law enforcement deputies or officers who wish to participate must have:
 - ✓ photo identification showing proof as a Monroe County resident (for non-MCSO retirees)
 - ✓ photo identification issued by the agency from which the individual retired from service as a law enforcement officer
 - ✓ **HR 218 Retired Officer Request for Firearms Qualification form** must be completed, notarized, and submitted to the MCSO Human Resources Office prior to attending a qualification session.
 - ✓ Payment shall be made at the time the request form is submitted. Monroe County Sheriff's Office retirees are not required to pay the fee.
 - ✓ A background check will be completed to confirm the applicant has not criminal background, retirement information is correct and they have restrictions from possessing a firearm.
 - ✓ MCSO range rules and policies will be in effect and followed by each participant prior to qualification
 - ✓ must meet the MCSO current standards for qualifications, which require the employee to regularly qualify in the use of a firearm (please see the attached Range Rules and Policies and qualification course of fire)
 - ✓ use ammunition in the following calibers: 38 caliber, 9 millimeter, 40 caliber and 45 calibers, issued by the MCSO firearms staff (no other calibers of ammunition will be allowed)
 - ✓ only handguns chambered for the approved calibers will be authorized
 - ✓ firearms will be inspected for safety and functionality by MCSO firearms instructors
 - ✓ firearms found to be unsafe or un-serviceable will not be allowed on the firing line

- ✓ MCSO firearms instructors conducting the qualification will have the final discretionary authority to disqualify firearms or person(s) based on safety concerns

Monroe County Sheriffs Office retired personnel currently residing out of the State of Florida and qualifying out of state, can contact the Monroe County Sheriffs Office, Human Resource Office, in writing, requesting a verification of employment letter. To ensure accuracy, please include your full name, former pay roll# and a return address.

Please mail your requests to:
Monroe County Sheriffs Office
Human Resources Office
5525 College Road.
Key West, Florida 33040

Based on the mandatory requirements under HR 218/HB 143, we strongly encourage those who are interested in participating and qualifying under the color of the Monroe County Sheriffs Office, carefully review both HR 218 and HB 143 in its entirety to ensure that they meet all the necessary criteria and documentation required under the law. Both HR 218 and HB 143 are public record and available upon request from FDLE or may be accessed on line at the FDLE website.

Retirees interested in participating must e-mail Captain Penny Phelps, Training Director at pphelps@keyso.net or call 305- 292-7010 to reserve a position on one of the scheduled qualifying dates.

Criminal Justice Standards and Training Commission
Adopted the following Firearms Qualification Standard for Active Law Enforcement Officers

The Criminal Justice Standards and Training Commission at its August 2005 meeting in Coral Springs, following a review and discussion of the recommendations submitted by the Commission's Select Committee on Firearms Qualifications Standards, adopted a statewide firearms qualification standard for active law enforcement officers.

The Commission's Firearms Qualification Standard shall be completed every other year beginning July 1, 2006, with the first reporting period ending June 30, 2008; the reporting period will be every two years thereafter. Any officer who fails to meet the required firearms qualification standard shall be removed from sworn duty until he or she has met the required standard. Any officer who fails to meet the standard by June 30, 2008, shall have his/her certification made inactive.

The Course-of-Fire and the related requirements are outlined below:

COURSE OF FIRE

Stage 1	Stage 4
Hip position from the holster Single target, 1 to 3-yards 2 rounds in 4 seconds Repeat 1 time for a total of 4 rounds	Two hand high point from holster Single target, 7-yard line 3 rounds in 5 seconds Repeat for a total of 6 rounds
Stage 2	Stage 5
Two hand high point from ready gun Single target, 3-yard line 2 rounds in 1 second Repeat two times for a total of 6 rounds	Two hand high point from the holster Single target, 7-yard line Mandatory reload 12 rounds in 45 seconds
Stage 3	Stage 6
Two hand high point from the holster Single target, 7-yard line 2 rounds in 4 seconds from the holster 2 rounds in 4 seconds from the ready gun position 2 rounds in 4 seconds from the ready gun position	Two hand high point from the holster Single target, 15-yard line 6 rounds in 30 seconds
	Minimum Score
	Total of 40 rounds Minimum Score of 80% 32 of 40 rounds in the scoring area.

ADDITIONAL REQUIREMENTS

- The B-21E target or its equivalent is required
- The qualification course of fire shall be conducted in daylight conditions
- An officer must qualify with the type of weapon that is to be carried
- The qualification course of fire must be administered by a CJSTC certified firearms instructor
- The qualification course of fire may be conducted at either a CJSTC certified training school range, an agency range or a private range
- Remedial training and qualification may be conducted by the employing agency



MONROE COUNTY SHERIFF'S OFFICE

FIREARMS RANGE RULES AND REGULATIONS

1. All weapons will be unloaded before arriving at the firearms range. No loaded weapons should be brought to the range.
2. All weapons will be kept unloaded except when on firing line.
3. No loading or unloading of weapons will be permitted anywhere except in an area designated as such.
4. Weapons to be kept in holsters or gun box except when on firing line.
5. No loaded or unloaded weapon will be left unattended on the firing line, or in the classroom area. If a firearm is removed from the firing line, it will be unloaded with cylinder open, slide locked back or safely in a holster.
6. "Dry firing" will be allowed only at the direction, and under the supervision of a range instructor.
7. In case of a misfire or malfunction keep the muzzle of the weapons pointed in a safe direction (down range) at all times until corrective actions can be performed by the shooter or assisted by range instructor.
8. Eye and Hearing protection will be worn at all times while firing on the range.
9. Check weapon before loading for obstructions and load only on command of the range officer.
10. No talking will be permitted on or near firing line except by range officer or instructor.
11. No smoking will be allowed on the firing line or in the classroom area.
12. Do not step forward of firing line unless given command to do so by range instructors.
13. Never reach down to pick up loading devices or ammunition before the line is declared safe by the Range Master
14. When leaving firing line, make sure weapon is unloaded, slide or cylinder open. "weapon" will be inspected by instructor before leaving line.
15. Brass will be picked up when course of fire is over and at the instruction of the range officer.
16. Targets will be scored by range officers.
17. No superior weapons (any weapon other than common sidearm) will be fired on the pistol range without prior approval of the assigned range officer.
18. No one will be permitted to use the range for practice without the presence of a range officer. **NO EXCEPTIONS!**
19. Never point a firearm at anyone unless compatible with Deadly Force guidelines, F.S.S. 776.
20. Never anticipate a command while on the firing line
21. Orders of the range officer are to be obeyed without hesitation at all times.
22. No personnel will be allowed in range office or safe unless directed by an instructor.

HR 218 Retired Officer
Release and Indemnity Agreement

I, _____, being 18 years of age or older, do hereby agree to the following terms and conditions related to my use of the Monroe County Sheriff's Office's ("MCSO") target range (hereinafter referred to as "Target Range Facilities"):

I agree to hold harmless and indemnify MCSO, the Sheriff of Monroe County, his current and former directors, officers, deputies, employees, agents, representatives, volunteers and servants from any claim, cause of action, or lawsuit resulting in property damage or personal injury to myself or others as a result of my use of the Target Range Facilities, including any claim, cause of action or lawsuit based on the negligence, actions or inactions of MCSO, the Sheriff of Monroe County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.

I, the undersigned, intend to be legally bound hereby, for myself, my heirs, executors, and administrators, waive and release any and all rights and claims for losses and damages including, but not limited to, property damage and personal injuries, that exist, now or in the future, against MCSO, the Sheriff of Monroe County, his directors, officers, deputies, employees, agents, representatives, volunteers and servants resulting, either directly or indirectly, in connection with my use of the Target Range Facilities including any claim, cause of action or lawsuit based on the negligence, actions or inactions of MCSO, the Sheriff of Monroe County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.

I understand that this Release and Indemnity Agreement includes any and all claims based on the negligence, actions or inactions of MCSO, the Sheriff of Monroe County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants and covers bodily injury and property damage, whether suffered by me or another person.

I will abide by the following rules and regulations governing use of the tactical training facility:

- a. I will abide by the instructions given by MCSO Range Masters.
- b. Only ammunition provided by the Monroe Sheriff's Office may be used and

only those calibers of ammunition utilized by MCSO for its current employees may be used.

c. All firearms must be inspected and approved by the MCSO Range Master prior to qualifying.

d. Violations of these rules and regulations may result in the participant not being permitted to further utilize the tactical training facility.

e. All injuries or training accidents must be reported immediately to the Monroe Sheriffs Office range staff.

I agree that in the event any portion of this Release and Indemnity Agreement is held invalid, the balance shall continue in full force and effect.

In executing this Release and Indemnity Agreement, I represent that I have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of my own legal representative, who is an attorney of my own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Release and Indemnity Agreement have been completely read and that those terms are fully understood and voluntarily accepted by me.

In the event of litigation in connection with or concerning the subject matter of this Release and Indemnity Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

Printed Name of Releasor

Signature of Releasor

WITNESS:

Range Officer (include payroll #)

Date:

MONROE COUNTY SHERIFF'S OFFICE
HR 218 Retired Officer Request for Firearms Qualification

Applicant Name _____ Date _____

Current Address _____

Contact Phone Number _____ Date of Birth _____

Retiring Agency _____

Address _____

Retirement Date _____ Years of Service _____

State of Florida, in and for Monroe County

Before me, the undersigned personally appeared _____, who
being duly sworn, deposes and says:

I retired in good standing from law enforcement with: at least 15 years of aggregate service as a law enforcement of
correctional officer. OR a service connected disability other than mental instability.
_____ (Initial)

I have a nonforfeitable right to benefits under the retirement plan set forth by my agency.
_____ (Initial)

I am not prohibited under Federal law from receiving or possessing a firearm.
_____ (Initial)

I am not under the influence of alcohol or any other intoxicating or hallucinatory substance.
_____ (Initial)

I have no physical limitations that would interfere with the proper handling of a handgun.
_____ (Initial)

I understand that I must meet and follow the procedures established by HR 218 and the State of Florida in meeting
the requirements for obtaining proper certification.
_____ (Initial)

I have not made any material misrepresentation, or failed to disclose any material fact, in my request for certification
to carry a firearm under the procedures and requirements set forth by HR 218 and the State of Florida.
_____ (Initial)

Applicant's Printed Name: _____

Applicant's Signature: _____

Sworn to and subscribed before me, the undersigned this _____ day of _____,

Name/Title of person authorized to administer oath
(FSS 117.10 Notary or Law Enforcement Officer.