

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2007 - 129

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO AN AGREEMENT WITH THE GEORGIA PUBLIC SAFETY TRAINING CENTER PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH SERVICES WILL BE RENDERED IN CONNECTION WITH THE CLAYTON REGIONAL LAW ENFORCEMENT ACADEMY; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT AND OTHERWISE PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO AUTHORIZE THE FINANCE DIRECTOR TO AMEND THE BUDGET TO REFLECT THE APPROPRIATIONS AND EXPENDITURES RELATING THERETO; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Clayton County and the Georgia Public Safety Training Center desire to continue contracting for basic law enforcement training courses through the Clayton Regional Law Enforcement Academy; and

WHEREAS, the Board of Commissioners deems it in the best interest of the County, and the County will best be served by entering into an Agreement with the Georgia Public Safety Training Center providing for the above-stated purpose.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The Board of Commissioners hereby authorizes Clayton County to enter into an Agreement with the Georgia Public Safety Training Center providing for the terms

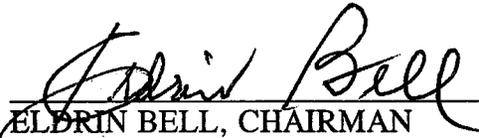
and conditions under which services will be rendered in connection with the Clayton Regional Law Enforcement Academy.

The Board of Commissioners hereby authorizes the Chairman to execute the Agreement and otherwise perform all acts necessary to accomplish the intent of this Resolution. Further, the Board of Commissioners authorizes the Finance Director to amend the budget to reflect appropriations and expenditures relating thereto. The Agreement shall be substantially in the form attached hereto, subject to such minor changes, insertions or deletions as the Chairman of the Board of Commissioners may approve.

Section 2. This Resolution shall be effective on the date of its approval by the Board of Commissioners.

SO RESOLVED, this the 21st of August, 2007.

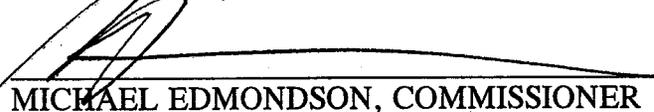
CLAYTON COUNTY BOARD OF COMMISSIONERS


ELDRIN BELL, CHAIRMAN

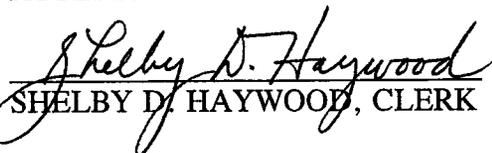

SONNA SINGLETON, VICE-CHAIRWOMAN


VIRGINIA BURTON GRAY, COMMISSIONER

(Absent)
WOLE RALPH, COMMISSIONER


MICHAEL EDMONDSON, COMMISSIONER

ATTEST:


SHELBY D. HAYWOOD, CLERK

No. ___ of 2 Executed
Original Counterparts
COUNTERPART OF

State of Georgia
County of Monroe

CONTRACT FOR SERVICES

Article I Parties

The parties to this Contract are Clayton County Board of Commissioners, on behalf of the Clayton Regional Law Enforcement Academy, whose address for purposes hereof is 1560 Commercial Court, Jonesboro, Georgia, 30236, hereafter referred to as the "Academy," and the Georgia Public Safety Training Center, an agency of the state of Georgia, whose address for purposes hereof is 1000 Indian Springs Drive, Forsyth, Georgia, 31029, hereafter referred to as the "Center."

Article II Deliverables

1. The Academy shall conduct a minimum of eight (8) offerings of the State of Georgia Basic Law Enforcement Training Course, exclusive of courses delivered specifically for reserve officers and/or pre-service peace officer candidates. Such Basic Law Enforcement Training Courses shall be administered and conducted in a manner consistent with the approved curriculum for the course, the

applicable program of instruction and shall be scheduled in such a manner as to ensure peace officer candidates within the academy's geographic region have reasonable access to the courses.

2. The Academy shall conduct a minimum of six (6) offerings of the State of Georgia Basic Jail Officer Training Course. These courses are exclusive of courses delivered specifically for reserve officers and/or pre-service officer candidates. Such Basic Jail Officer courses shall be administered and conducted in a manner consistent with the approved curriculum for the course, the applicable program of instruction and shall be scheduled in such a manner as to ensure jail officer candidates within the Academy's geographic region have reasonable access to the course.

3. The Academy shall provide training completion records and documentation to the Center in such reasonable manner as the Center shall prescribe. The Academy shall maintain for a minimum period of two (2) years such individual records, collective records, and summary records as shall be necessary to fully document delivery of all training provided pursuant to this Contract.

Article III Compensation

1. The total cost for deliverables as specified in Article II of this Contract shall not exceed \$271,952.00 in state appropriated funds plus revenues generated by the Academy pursuant to the terms and conditions of this Contract.

2. Payment for services rendered pursuant to this Contract may be made on a quarterly basis

after receipt of an invoice documenting training delivery. Requests for payment shall be made no later than thirty (30) days after the end of the preceding quarter.

3. The amount of payment for each quarter will be directly proportionate to the number of hours delivered during that quarter. More specifically, payment shall be made on a prorated basis determined by the percentage derived from dividing total instructional hours as specified in Article II into the number of instructional hours actually delivered by the Academy during the quarter. Payment for the State of Georgia Basic Peace Officer Mandate Course shall not exceed \$29,560.00 per offering and payment for the State of Georgia Basic Jail Officer Mandate Course shall not exceed \$5,912.00 per offering.

4. Revenues in the form of tuition or fees generated as a result of or in conjunction with any training conducted pursuant to the terms and conditions of this Contract shall be reported and remitted to the Center, via bank deposit, on a monthly basis, by the Academy to the Center. Said revenue may be amended into the Academy's budget by separate written request. Requests for the amendment and expenditure of revenue shall clearly delineate the dollar amount of revenue requested and the training related justification. Any expenditure, which is contingent upon the availability of revenue, shall receive prior approval from the Center.

5. No tuition or fee shall be assessed any eligible person attending programs which are conducted pursuant to this Contract. For the purposes of this Contract, "eligible person" is defined for the Basic Law Enforcement Training Course as a peace officer candidate possessing a valid POST Form 2 who is employed full time by a municipal, county or state law enforcement agency.

"Eligible person" for the Basic Jail Officer Course is defined as a person possessing a valid POST Form 2 who is employed full time by a state, municipal or county agency who has not previously failed the respective basic training course.

6. The Academy shall collect a tuition of \$2,580.00 for each ineligible candidate attending any of the Basic Law Enforcement Training Course and \$445.00 for each ineligible candidate attending any Basic Jail Officer Training Course conducted pursuant to this Contract. Tuition for repeat training hours will be calculated as follows: \$348.00 for EVOC, \$232.00 for JPS, \$5.56/hour for all other Mandate training hours.

7. Waiving or modifying tuition set forth in this subsection shall require prior approval by the Center and must be consistent with Center policy.

Article IV Duration

1. The Academy shall be authorized to proceed with such services as authorized herein on July 1, 2007, and shall complete the work contemplated under this Contract by June 30, 2008. Time is of the essence.

Article V Disputes

1. Contractual disputes under this Contract shall be decided under the laws of the State of

Georgia.

2. This agreement may be modified by mutual consent at any time, but no modification or alteration of this agreement will be valid or effective unless such modification is made in writing, signed by both parties, and affixed to this instrument.

3. This Contract may be canceled in its entirety upon written notice ninety (90) days in advance of such cancellation.

Article VI General Provisions

1. All training conducted to satisfy the terms and conditions of this Contract shall be delivered in accordance with the applicable provisions of O.C.G.A. 35-8-1, et. seq., as amended, the Rules of the Georgia Peace Officer Standards and Training Council, as amended, and the attached policies, procedures, and rules that the Director of the Center has prescribed.

2. The Academy agrees to provide services as specified herein to law enforcement agencies in any of the following counties of Georgia: Carroll, Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fannin, Fayette, Fulton, Gilmer, Henry, Newton, Paulding, Pickens, Pike, Rockdale and Spalding counties.

3. The maximum class size for training courses provided pursuant to this Contract shall be dictated by the size and nature of the training facilities, the instructor-student ratio, and the

availability of support resources. Minimum class size shall be limited to twenty five (25) participants in the Basic Mandate Course and Basic Jail Mandate , 80% of the participants shall be in compliance with Article III , Paragraph 5 of this contract, unless otherwise approved by the Center five (5) business days prior to the commencement of the Course.

4. Candidates admitted to the Basic Law Enforcement Training Course under the reserve officer and/or pre-service admissions program shall be admitted on a space available basis only and shall comply with the requirements of O.C.G.A. 35-8-8, as amended.

5. The Academy certifies that the applicable provisions of O.C.G.A. 45-10-20 through 45-10-25, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia have not been violated and will not be violated in any respect.

6. The Academy agrees that all records and documents created as a result of this contract will be controlled in accordance with the provisions of O.C.G.A. 50-18-70, 50-18-71, and 50-18-72, as amended, commonly referred to as the Georgia Open Records Act.

7. The Academy agrees to comply with Titles II and III of the Americans with Disabilities Act (ADA) and with Section 504 of the Rehabilitation Act of 1973.

8. Parties to this Contract will not discriminate against any employee, applicant, or candidate based on race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Article VII
Penalty for Noncompliance

1. Failure of the Academy to provide the services required pursuant to this Contract or to comply with the terms and conditions set forth herein shall result in a reduction in payment. Such reduction shall be prorated based upon services not rendered or the period of noncompliance.

2. Serious or repeated failure of the Academy to provide services required pursuant to this Contract or to comply with the terms and conditions shall result in the cancellation of this Contract.

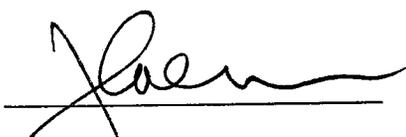
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers on the ____ day of _____, 2007.

CLAYTON COUNTY BOARD OF COMMISSIONERS

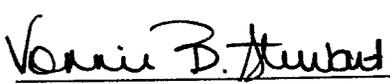
By: Eldrin Bell
Title: Chairman

Official Witness, Notary Public
My Commission Expires _____
(Notary Public Seal Affixed Here)

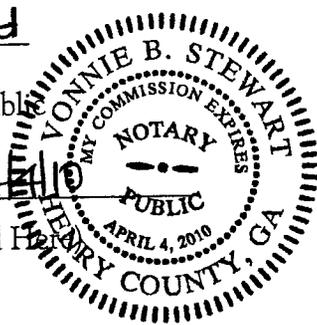
GEORGIA PUBLIC SAFETY TRAINING CENTER



By: J. Dale Mann
Title: Director



Official Witness, Notary Public
My Commission Expires 4/4/10
(Notary Public Seal Affixed Here)



ACADEMY DIRECTOR AFFIRMATION

As Director of the Clayton Regional Law Enforcement Academy, I hereby attest and affirm that I have been provided a copy of the contract between the Clayton County Board of Commissioners and the Georgia Public Safety Training Center. After reviewing the contract I further attest that the Academy is certified by the Georgia Peace Officer Standards and Training Council and the Academy has the facilities, resources, and staff available to provide the services as provided for in the Contract.



Major Debbie Turner
Director, Clayton Regional
Law Enforcement Academy

2/12/07

Date



Official Witness, Notary Public
My Commission Expires 10/15/2007

VICKI E. SIMPSON
Notary Public, Spalding County, Georgia
My Commission Expires October 15, 2007

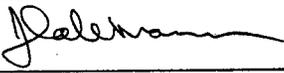


Georgia Public Safety Training Center

Directive

Possession of Firearms at Training Facilities

GO-80001

Reference(s): GO-80002 Restriction on Firearms	Effective Date: October 23, 2001
Authority: 	Revised Date/Code: March 01, 2007

Purpose

To establish Center policy concerning the possession of firearms by students, staff and visitors of the Georgia Public Safety Training Center.

Discussion

In order to provide for the safety and security of all personnel at the Center, it is necessary to restrict the carrying of firearms by students, staff and visitors of the Center.

General Order

1. Policy

Students, staff and visitors of the Georgia Public Safety Training Center shall not carry on their person firearms while on the grounds of the Center or while within any Training Center building or other enclosed facility.

2. Exceptions

Exceptions to this order are:

- A. Resident Agencies staff permanently housed at the Center who are certified peace officers and are authorized by their agency to wear sidearms,
- B. Students and staff participating in approved training sessions while at the Firearms Skills Training area only, and
- C. State and local peace officers who are within their jurisdictional boundaries and are acting on official business involving the investigations of crimes or other law enforcement related matters.

3. Policy Dissemination

In order to advise students, staff and visitors of Center policy regarding this issue, the following minimum actions will be taken:

- A. Appropriate signs forbidding the possession of firearms will be posted in the dormitories and at other locations throughout the Center.
- B. Each training calendar shall contain an administrative statement explaining Center policy regarding the possession of firearms on-campus.
- C. Each course acceptance letter shall contain an administrative statement explaining Center policy regarding the possession of firearms on-campus.

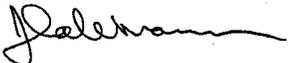


Georgia Public Safety Training Center

Directive

Restrictions on Firearms as Training Aids

GO-80002

Reference(s): GO-10006 GPSTC PD Use of Force	Effective Date: June 01, 2006
Authority: 	Revised Date/Code: May 15, 2007

Purpose

To formalize the administrative position of the Georgia Public Safety Training Center with respect to using firearms as training aids in simulated or practical exercises, or allowing them to be present in any training environment other than on the Firearms Ranges (excluding the Forsyth campus Mock Village).

Discussion

In the interest of making training exercises as realistic as possible, instructors and students are tempted on occasion to use the most realistic training aid. In the case of weapons, and in particular firearms, this has the potential for tragic results. The loss of life or injury as a result of using a firearm in a simulation or practical exercise is both tragic and indefensible.

In an effort to eliminate the potential for an incident of this magnitude, each academy shall make available some type of "made safe" weapons. Such weapons for use in simulated training exercises may include: artificial guns, deactivated guns, simunition guns, paint ball guns and simulator guns. These types of weapons are designed to be incapable of firing lethal ammunition. This should obviate the need to use a firearm designed to be capable of firing any form of lethal ammunition on any training facility other than the Firearms Ranges.

It is understood that Regional Academies may not have a firing range facility in which to conduct certain types of firearms training, such as "disassembly" and "cleaning". Therefore, it may be necessary to have weapons inside a classroom for the previous stated purposes; however, the classroom must be cleared of any live ammunition before any training may begin. Also, each student and instructor must have their weapon and their person inspected for live ammunition. Such inspection must occur in accordance with the approved safety procedures delineated below. Then, the only type of training authorized for this type of setting is "inspection", "disassembly", "cleaning" and

"nomenclature training". All other types of training including drills and practical exercises of any nature are to be performed on the firing range with weapons pointed in a safe direction.

Categories of Weapons Used in Training

1. Firearms



Live fire weapons consisting of a barrel and action from which a bullet is propelled by the burning of gunpowder. Most commonly used on traditional firearms ranges for qualification and training.

2. Artificial guns



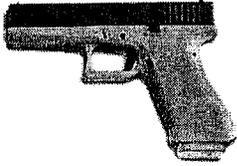
Cast plastic or aluminum one piece guns having no moving parts. These are non firing, safe training tools, used for scenario based exercises or classroom demonstrations. The initial cost is less than \$1000.00. Artificial guns come in red, orange, yellow and blue colors.

3. Deactivated guns



Deactivated guns are actual firearms that have been somehow deactivated (usually by the removal of the firing pin or striker). Deactivated guns serve as a safe working model and are marked with red or blue tape and or paint.

4. **Simunition guns**



FX training guns manufactured to fire the Simunition FX marking cartridges. The cartridge fired is an 8mm plastic capsule containing colored soap. These guns are commonly a Glock model 17-T and are used in what is known as force on force roll playing scenarios, where the officer and his opponent can safely fire the marking cartridge at each other with minimal chance of injury as long as safety equipment is used. Cost less than \$1000.00. The Glock 17-T has a blue frame and a black slide.

5. **Paint Ball Guns**



Paint ball guns are manufactured to fire round plastic balls containing colored paint. Most police agencies prefer the realism of simunition guns to paint ball guns as most paint ball guns are not true replicas of their service weapons. The cost is less than \$1000.00.

6. **Simulator guns**



Laser equipped handguns used in computer generated firearms training simulators. These can be purpose built Glock model 17-RS pistols, or Deactivated guns. Cost less than \$1000.00. The Glock 17-RS has a red frame and a black slide.

General Order

Firearms designed to be capable of firing any type of lethal ammunition are prohibited from any training exercises except on the Firearms Ranges. Emphatically, they are not to be used in any simulated or practical training exercise other than "inspection", "disassembly", "cleaning" and "nomenclature training".

Safety Procedures

Safety is the paramount concern whenever firearms are present within the training environment. Firearms training conducted On-Site will mean those classes delivered at the GPSTC Forsyth campus firearms complex and training Off-Site will mean those firearms classes conducted by GPSTC staff at some facility other than the Forsyth campus. To maximize safety, the following procedures will be followed:

1. Students reporting to firearms training on-site are strictly forbidden to unload their weapons or attempt to make "safe" a weapon after arrival at the firearms complex without supervision and direction from a GPSTC firearms staff member or an adjunct instructor acting at the direction of a staff member. Once assembled for class, firearms staff will give explicit instructions to each student regarding safety and weapon checks. Weapon inspections, loading, and unloading will be conducted on outside ranges under the supervision and direction of a GPSTC firearms staff member or approved adjunct firearms instructor.
2. Students reporting to firearms training offered by GPSTC at an off-site location are strictly forbidden to load/unload a firearm unless under the supervision and direction of a GPSTC staff firearms instructor or an adjunct firearms instructor acting at the direction of the GPSTC staff firearms instructor. All handguns will be holstered and only removed at the direction of firearms staff. Students will be given explicit instructions to report to a classroom or range facility where they will assemble and be allowed to enter the designated area at a ratio of one student per firearms instructor. The following procedure will be taken:
 - A. The firearms instructor will inform the student to remove the weapon from the holster, keeping the muzzle pointed in a safe direction, finger off the trigger.
 - B. The firearms instructor will take possession of the weapon, keeping the muzzle pointed in the safe direction with finger off the trigger.
 - C. The firearms instructor will then check the weapon to make it "safe" by removing the magazine or opening the cylinder, removing the ammunition from the cylinder or locking the slide and removing all ammunition from the weapon. Every magazine will be stripped of ammunition to assure no live rounds are present. The student will be checked to assure there is no ammunition on the person and any ammunition found during this process will be secured in a location other than the classroom or range facility.

After ensuring all weapons are clear and safe and no ammunition is in the immediate possession of any student or instructor in the training environment, the firearms instructional period may begin.

- Instructor's weapons that are used in a training environment must be cleared by a firearms instructor prior to the class. No firearms instructor may merely clear their own weapon, but must have another firearms instructor clear and make safe the weapon as a means to confirm safety. Under no circumstance is an instructor allowed to have in his/her possession any live ammunition inside the classroom. Live ammunition is allowed only in firearms range environments under the direction of a range master.

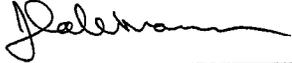


Georgia Public Safety Training Center

Directive

Safety Rules and Procedures

GO-80003

Reference(s): N/A	Effective Date: June 01, 2006
Authority: 	Revised Date/Code: March 01, 2007

Purpose

To establish Training Center policy regarding safety rules and procedures to be utilized during the delivery of training.

Discussion

Many of the practical exercises conducted in the training of public safety officers contain an inherent risk of injury or death to students, staff and others. Practical exercises in the use of firearms, driving emergency vehicles, fighting LP gas or structural fires, physical training involving defensive or offensive tactics, training in use of explosives, SCUBA training and other such practical exercises pose dangers to those participating in these activities. In order to minimize the risks associated with these practical exercises, it is essential that the Center establish policy with regard to the safe and orderly delivery of training as well as to set limits on permissible and non-permissible activities.

General Order

For each training activity which contains an element of possible physical injury to students, staff or others, a written set of safety rules and procedures shall be developed and routed through the chain of command for administrative approval by the Director's Office. A copy of the approved rules shall, at a minimum, be made available to each student and staff member participating in the training. Copies of approved safety rules will be maintained in the Director's Office.

Training Managers, Coordinators and individual instructors are responsible for ensuring enforcement of these rules and are vested with the authority and responsibility to cease training activities when unsafe conditions or violations of these rules or procedures occur. For Training Center Employees, failure to do so will lead to disciplinary action up to and including dismissal from employment. In addition any violation of these rules by an academy under contract to deliver basic or advanced/specialized training could lead to the cancellation of the contract agreement between the respective Academy and the Training Center.