

GEORGIA PUBLIC SAFETY TRAINING CENTER AGREEMENT
STATE OF GEORGIA
COUNTY OF MONROE

THIS AGREEMENT effective this _____ for the use of the GEORGIA PUBLIC SAFETY TRAINING CENTER facilities and services located at 1000 Indian Springs Drive, Forsyth, Georgia, 31029 ("Center"), is entered into by and between the Center, and the COUNTY OF DEKALB, whose address is 1300 Commerce Drive, 6th Floor, Decatur, GA 30030 ("Customer").

WHEREAS, O.C.G.A. § 35-5-S(a) authorizes making available the Center's facilities to all state and local law enforcement officers, firefighters, emergency medical personnel, and correctional personnel and to others who are interested in entering those fields; and

WHEREAS, O.C.G.A. § 35-5-S(b) authorizes the Board of Public Safety to prescribe and collect such fees as are necessary to defray the cost of furnishing use of the Center's facilities and for any training provided; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I TERM

1. This Agreement shall commence on November 15, 2017 and terminate on December 31, 2022 (here in after the "Term"), unless terminated beforehand as herein after provided.

ARTICLE II DESCRIPTION OF FACILITIES AND FEES

1. The Administrator in consideration of the funds paid by Customer and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by Customer, does hereby this day permit Customer to use the facilities situated in Monroe County, Georgia, and more particularly described as follows:

AREA: Driver Training Complex FEE: No Fee

2. FOOD SERVICES: Food service is not required for this event.
3. DORMITORY LODGING: Dormitory lodging will not be required for this event.
4. AUDIO VISUAL: Georgia Public Safety Training Center standard Audio Visual setups will be provided at no charge. Special requests may be provided and billed at cost.
5. SEATING ARRANGEMENTS
6. SUPPLIES AND PRINTING

Fuel will be billed based on usage.
7. Customer agrees to use the facilities for educational and training programs under the terms and conditions set forth herein.

ARTICLE III FEES

1. Customer agrees to pay the minimum amount of the Center for the use of the facilities, services and other items as may be necessary for the customer's educational and training project.
2. In order to reserve the Center for the specific date and time requested, Customer shall give the center a deposit of \$N/A upon signing this agreement, which may be applied to the Customer's total amount due, in the event the Customer does not cancel. If the Customer does cancel, the deposit will be applied to the Cancellation Fee owed under Article VII, below.
3. Following the end of the Term, the Center will send the Customer an Invoice, and, if appropriate, credit the deposit to the total amount due ("Invoice Amount").
4. Customer shall pay amount due in full no later than thirty calendar days after receipt of the Invoice from the Center ("Due Date").
5. Any part of the Invoice Amount not received by the Center from the Customer on or before the Due Date shall accrue interest and late charges at the rate of 1.5% of the outstanding Invoice Amount per month, or at the maximum rate permitted by law from the Due Date until the date the Invoice Amount is paid in full.
6. The amount due for the Customer's use of the facilities, services, and other items shall not exceed \$4,999.00. Once fuel usage and other consumables reaches \$4,999.00, the Center will terminate the training.

ARTICLE IV NOTICES

Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall be sent by first class United States certified mail, return receipt requested or by hand-delivery to the following:

Tony Hightower, Deputy Director
Georgia Public Safety Training Center
1000 Indian Springs Drive
Forsyth, Georgia 31029-9599

and to

DeKalb County, Georgia
Attn: DeKalb County Police Services
1960 West Exchange Place
Tucker, GA 30084

ARTICLE V INSURANCE

Customer shall obtain and maintain such general liability insurance coverage as is standard and adequate to cover any risks under this Agreement. Customer shall provide the Center with proof of insurance and shall immediately give notice to the Center in the event of any termination, cancellation, claim, or material change in insurance.

ARTICLE VI CANCELLATION

It is understood that the Center will incur certain costs and expenses in preparing for occupation and use by Customer. The parties agree that Customer must notify the Center in writing in order to cancel this Agreement and the date of receipt of the notification by the Center is the date on which cancellation fees will be calculated. Cancellation fees will be calculated and due if the notice of cancellation is received by the Center within 180 days of the date of the commencement of the Agreement term. Cancellation fees are as follows:

Center receives notice of cancellation:	Amount to be paid to Center
179 days to 120 days prior to commencement	\$ NA
119 days to 90 days prior to commencement	\$ NA
89 days to 60 days prior to commencement	\$ NA
59 days to 30 days prior to commencement	\$ NA
29 days or less prior to commencement	\$ NA

ARTICLE VII FUNDING

1. Notwithstanding any other provision of this Agreement, in the event the facilities or services under this Agreement cannot be provided because of the lack of appropriations from the General Assembly of the State of Georgia or the lack of any other funds or any such funds no longer exist or in the event the sum of all obligations of the Center incurred under this and all other agreements entered into exceed the balance of funds available, then this Agreement shall immediately terminate without further obligation of the Center, the Department or the State of Georgia as of that moment. The certification by the Administrator of the Center of the occurrence of either of the events stated above shall be conclusive.
2. In addition to the termination as provided elsewhere in this Agreement, the Center may, for any reason and in its sole discretion, terminate this Agreement, upon thirty (30) days written notice to the other parties.

ARTICLE VIII DISCLAIMER

The Center shall have no responsibility or liability for any actions, causes of action, claims, demands, costs, liabilities, expenses, or damages arising in connection with any claim relating to the Center's obligations under this Agreement or for any injury or damage caused by the Center to persons or property during the performance of this Agreement or for any loss or damage arising from the Customer's use of the Center.

The parties agree that, in the event the Center is required by law to pay monetary damages to Customer, the Center's liability shall be expressly limited to no more than the amount paid by Customer to the Center for use of the Center.

Unless specifically stated herein, the facilities and the services at the Center are provided "**AS IS**" and "**WHERE IS**" without warranty.

ARTICLE IX GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS

This Agreement is a Georgia contract made under the laws of the State of Georgia. Any suit on a claim arising from this Agreement must be brought in the Superior Court of Fulton County, Georgia.

ARTICLE X ASSIGNMENT

The parties will not transfer their right, title or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.

ARTICLE XI NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed as conferring upon or giving to any other person or entity any rights or benefit hereunder or by reason of this Agreement.

ARTICLE XII REMEDIES CUMULATIVE

The rights and remedies of the Center under this Agreement are cumulative of one another and with those otherwise provided by law.

ARTICLE XIII ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties.

This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

ARTICLE XIV TIME OF THE ESSENCE

Time is of the essence in this agreement.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

GEORGIA PUBLIC SAFETY TRAINING CENTER

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS-NORWOOD, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)