

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Alabama Peace Officers' Standards and Training Commission (APOSTC) agreed to open a regional police academy in the City of Dothan (City); and

**WHEREAS**, the City will provide the facility, staff, office space for the academy director, and maintenance of the facility; and

**WHEREAS**, the APOSTC will provide an academy director, a full time, certified law enforcement academy in Dothan, an APOSTC approved law enforcement curriculum and all related training aids and materials, and the waiver of tuition for attendance of basic training for certification as a law enforcement officer as required by section 36-21-46 of the Code of Alabama by any law enforcement officer or trainee employed by the Dothan Police Department when their attendance is applied for by the Dothan Police Department and their supervisor through the usual chain of command.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the attached Memorandum of Understanding (MOU) will be made and entered into this date by and between the City of Dothan and the APOSTC concerning the responsibility of the City and the APOSTC associated with the establishment of a regional police academy, which said MOU follows:

THE CITY OF DOTHAN, ALABAMA  
&  
THE ALABAMA PEACE OFFICERS' STANDARDS AND TRAINING COMMISSION

1. Parties. This joint use agreement is made this \_\_\_ day of May, 2023, by and between The City of Dothan, Alabama (Dothan) as owner, and the Alabama Peace Officers' Standards and Training Commission (APOSTC) for the Alabama Peace Officers' Standards and Training Commission Law Enforcement Academy – Baldwin County/Wiregrass Campus (APOSTCLEAB/WC).
2. Terms of Agreement. This agreement shall be in effect for one (1) year from the date it is signed by both parties and then from year to year, until the termination of law enforcement training by Alabama Peace Officers' Standards and Training Commission Law Enforcement Academy Baldwin County/Wiregrass Campus, or until terminated by either party or by agreement of both parties (Dothan and APOSTC).
3. Location of Jointly Used Premises. This agreement provides that at APOSTCLEAB/WC will be housed on the campus of the Wiregrass Public Safety Center (WPSC) located in the city limits of Dothan, Alabama. This agreement would also permit the APOSTCLEAB/WC to utilize any and all facilities at the WPSC, subject to availability, and in accordance with WPSC rules and regulations.
4. Nature of Joint Use. The Alabama Peace Officers' Standards and Training Commission Law Enforcement Academy Baldwin County/Wiregrass Campus shall be allowed to use said premises for instructional purposes, offices, and equipment storage space.

APOSTCLEAB/WC shall provide the following:

- a. Academy Director, employed by the academy.
- b. A full time, certified law enforcement academy in Dothan, Alabama
- c. An APOSTC approved law enforcement curriculum and all related training aids and materials.
- d. Waiver of tuition for attendance of basic training for certification as a law enforcement officer as required by section 36-21-46 of the Code of Alabama at APOSTCLEAB/WC by any law enforcement officer or trainee employed by the Dothan Police Department when their attendance is applied for by the Dothan Police Department and their supervisor through the usual chain of command.

The City of Dothan shall provide the following:

- a. Classroom and office space for three annual classes, as scheduled by the APOSTC, at the WPSC for the APOSTCLEAB/WC.
- b. The WPSC will provide a private office setting for the academy director of the APOSTCLEAB/WC.
- c. Repairs and routine maintenance for the buildings that are occupied by the APOSTCLEAB/WC.
- d. All janitorial services and routine grounds keeping services for the classroom, office space, parking, and any storage areas they occupy or that are under their control.

e. Four members (4) of the Dothan Police Department to be dedicated on a full-time basis to the APOSTCLEAB/WC. These staff members are employees of the Dothan Police Department and are under the authority of the Chief of Police for the Dothan Police Department. The assigned academy personnel will be under the direct supervision of the academy director and will handle the day-to-day duties of running the academy and any other tasks assigned by the academy director. If disciplinary issues arise, the academy director will communicate those issues to the senior leadership of the DPD.

5. Reimbursement of certain costs to the city of Dothan include the facility use fee, meals for academy sessions, class uniforms, and ammunition. The process for reimbursement will be defined in an MOU between the academy and the city of Dothan.

6. Covenants. ( a) APOSTCLEAB/WC agrees to use and occupy the premises for the purpose of carrying on instructional services or other legitimate law enforcement training purposes only and for no other purpose without written consent of the city of Dothan, and to comply with all lawful rules and regulations; (b) In the event of termination of the agreement APOSTCLEAB/WC agrees to surrender possession of the premises on receipt of a written ninety (90) day notice in a neat and orderly condition.

7. Cancellation Privilege. Dothan or APOSTC may terminate this agreement for any reason upon ninety (90) days written notice.

8. Default. If at any time one party shall default in any of its covenants or obligations under this agreement, the other party shall give written notice of the nature of the default. If the default cannot be cured within a ninety (90) day period, the aggrieved party may cancel this agreement without further obligation.

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City of Dothan

By: Mark Saliba, Mayor

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Alabama Peace Officers' Standards  
and Training Commission (APOSTC)

By: R. Alan Benefield, Executive Secretary

Witness our hand this \_\_\_\_ day of May, 2023.

**Res. No.** \_\_\_\_\_, entering into an MOU with the APOSTC concerning responsibilities associated with the establishment of a regional police academy, continued.

**Section 2.** That Mark Saliba, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute said MOU for and in the name of the City of Dothan, Alabama.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**