



## SPECIAL CALLED MEETING

July 10, 2023

*Immediately following the Work Session*

Albany-Dougherty Government Center  
222 Pine Ave, Room 100, Albany, GA 31701

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### AGENDA

*To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are optional for all meeting participants.*

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at [facebook.com/Dougherty.ga.us](https://facebook.com/Dougherty.ga.us) or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Additional Business.
  - a. Consider for action the Resolution providing for acceptance of the annual Cooperative Agreement with Turner Job Corps Center and Dougherty County outlining the assistance of the Dougherty County Police Department in performing law enforcement duties. **ACTION:**
  - b. Consider for action the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing potential litigation and personnel issues and then to adjourn. **ACTION:**

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.*

**A RESOLUTION  
ENTITLED**

**A RESOLUTION FOR APPROVAL, ACCEPTANCE AND EXECUTION OF THE ANNUAL COOPERATIVE AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND TURNER JOB CORPS CENTER OUTLINING THE ASSISTANCE OF THE DOUGHERTY COUNTY POLICE DEPARTMENT IN PERFORMING LAW ENFORCEMENT DUTIES AT TURNER JOB CORPS CENTER; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia has considered and is hereby desirous of approving and executing a Cooperative Agreement between Dougherty County, Georgia and Turner Job Corps Center outlining the assistance of the Dougherty County Police Department in performing Law Enforcement duties at the Turner Job Corps Center location;

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by authority of same as follows:

**SECTION I** The attached Cooperative Agreement between Dougherty County, Georgia and Turner Job Corps Center outlining the assistance of the Dougherty County Police Department in performing Law Enforcement duties at the Turner Job Corps Center is hereby approved is hereby approved and adopted and the Dougherty County Chairman and Administrator are hereby authorized to execute any and all other documents necessary to the full implementation of said Cooperative Agreement.

**SECTION II** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 10<sup>th</sup> day of July, 2023.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Lorenzo L. Heard, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

**COOPERATIVE AGREEMENT BETWEEN  
TURNER JOB CORPS CENTER  
OPERATED BY ODLE MANAGEMENT GROUP  
AND  
DOUGHERTY COUNTY GEORGIA**

Job Corps Centers located on property under concurrent Federal-State jurisdiction "must establish agreements with Federal, State and local law enforcement agencies to enforce criminal laws." per 20 CFR 670.940(b). The Department of Labor's Policy and Requirements Handbook ("PRH") section 5.4 requires that every Job Corps Center "develop and maintain written cooperative agreements with its nearest local law enforcement agency."

This Cooperative Agreement hereinafter referred to as the "Agreement," is entered into by and between the Turner Job Corps Center (hereinafter referred to as ("Job Corps")) operated by ODLE Management Group for the Department of Labor, and the DCP, hereinafter referred to as "Agency." This Agreement will be effective from the date of signature from representatives from both parties and will expire on June 30, Annually unless modifications are made and agreed to by both parties as described in section XIII Review of Agreement below

**I. RESPONSIBILITIES**

- A. Agency and Job Corps have a mutual interest in maintaining a positive and collaborative working relationship in order to achieve their respective responsibilities. This includes the prevention of crime; the investigation of alleged crime; assurance of the safety, security and rights of Job Corps students, staff and visitors on Job Corps property; the protection of the Job Corps facilities and property; and a mutual understanding, respect and desire to jointly carry out their policies, procedures and obligations under federal, state, local law.
- B. The Job Corps Center Director has the primary responsibility for the safety and security of students, staff and visitors on the Job Corps grounds and facilities for use by the Job Corps Program under the U.S. Department of Labor guidelines and Federal Regulations. This includes the determination of which visitors may come onto the Job Corps grounds and facilities and under what conditions.

**II. REPORTING OF POSSIBLE CRIMES**

- A. Job Corps Security Department shall immediately notify Agency via Agency Dispatch of any known or reported serious (i.e., homicide, theft of vehicle or other significant government owned property, assault/battery, riot, sexual assault, rape, etc.) criminal activity taking place on Job Corps property. Agency shall determine whether criminal investigation or enforcement is required.
- B. Students and staff may exercise their right to independently report known or suspected criminal activity and request issuance of a criminal complaint or request the assistance of any law enforcement agency having jurisdiction where the alleged offense occurred.

- C. The Center Director or Security Department shall be responsible for reporting known or suspected criminal activity on behalf of the Job Corps. Should such reports be made by any other party, Agency will notify the Security Department for purposes of collaboration and exchange of information.

### III. **REPORTING EMERGENCY SITUATIONS**

- A. Emergency contingencies such as active shooter, riot, fire, flood, bomb threats and any other potential
- B.
- C. high-risk emergency occurring at Job Corps will be reported to Agency Dispatch as soon as is safe to do so in compliance with the Job Corps' Emergency Action Plan.

### IV. **REPORTING**

- A. Agency will notify the Center Director through the Security Department of any arrests or criminal cases pending against a Job Corps student.

### V. **REPORTING RUNAWAY JUVENILES**

- A. Job Corps will notify Agency when it becomes aware a minor aged student is absent from the Job Corps Program without authorization. Minor aged Job Corps students reported to Agency as absent from the Job Corps Program without authorization are considered a Runaway Juvenile.

### VI. **REPORTING A MISSING PERSON**

- A. Job Corps will file a Missing Person report with Agency when a minor, or adult, student is suspected to be missing. Job Corps will request that the suspected missing person be entered into the National Crime Information Center (NCIC) system.

### VII. **SEARCHES BY JOB CORPS PERSONNEL**

- A. Should evidence of criminal activity be found by Job Corps personnel conducting a search as permitted by the PRH, Job Corps will notify Agency via Agency Dispatch of the alleged criminal activity and possible evidence.

### VIII. **DISPOSAL OF ILLEGAL DRUGS, ILLEGAL WEAPONS, JOB CORPS UNAUTHORIZED GOODS**

- A. Illegal Drugs:
  1. Job Corps will notify Agency when illegal drugs are found on center. Job Corps will secure confiscated illegal drugs as directed by Agency until such time that Agency arrives on center to confiscate the illegal drugs or directs the Job Corps center to dispose of the drugs in accordance with state and local law.
- B. Weapons:
  1. Weapons, potentially dangerous items and other unauthorized goods are not permitted on a Job Corps center except as permitted by the PRH. Upon discovery of weapons, potentially dangerous items or other unauthorized goods as defined PRH,

Job Corps will notify Agency and if possible, secure the unauthorized goods as directed by Agency until such time that Agency arrives on center. Agency shall verify whether a student may legally own the weapons, potentially dangerous items or other unauthorized goods. If it is determined by the Agency that a student may not legally own the weapon, potentially dangerous item or other unauthorized goods the Agency shall determine the disposition of the weapon or potentially dangerous item.

2. Weapons or potentially dangerous items or other unauthorized goods (as defined by the PRH) that a student may legally own but is not permitted to possess on a Job Corps center must be returned to the student in accordance with the Job Corps Policy and Requirements Handbook unless a student does not want the item returned or does not provide an address for return, in which case the item shall be considered abandoned property and Job Corps will dispose of it in accordance with the procedures outlines in Section VIII B (1) above.

#### **IX. AGENCY RESPONSIBILITIES**

Agency will determine if a crime has been committed, investigate the matter and take appropriate law enforcement action. This may include:

- A. Gathering and collecting evidence, securing the crime scene, conducting interviews and making arrests.
- B. Responding and assisting in the event of a mass disturbance involving Job Corps students.

#### **X. JOB CORPS STUDENTS INVOLVED IN CRIMINAL OFFENSES**

When Job Corps students are involved in a criminal offense, they may be subject to disciplinary action by the Job Corps Program which may include termination from the Job Corps Program. Such Job Corps Program discipline has no bearing on the Agency investigation and/or responsibilities of Agency. Agency understands that Job Corps is not responsible for ensuring current, or former, student participation in the legal process which includes, but is not limited to, attending all court appearances.

#### **XI. CENTER DUTY OFFICER DEFINED**

The Center Duty Officer (CDO) is defined as the individual designated as the acting Job Corps Center Director in the absence of the Center Director or Deputy Center Director.

#### **XII. INDEMNIFICATION**

Each party agrees to indemnify and save and hold the other party harmless from any and all claims, causes of action or liability arising directly from such party's negligence or wrongful misconduct during the performance of the Agreement.

#### **XIII. REVIEW OF AGREEMENT**

- C. The Center Director or Security Department shall be responsible for reporting known or suspected criminal activity on behalf of the Job Corps. Should such reports be made by any other party, Agency will notify the Security Department for purposes of collaboration and exchange of information.

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The Agreement may be reviewed on an as needed basis or terminated at the request of either party. Such a request for review or termination shall be in writing and shall be delivered by facsimile or regular mail as follows:

Attention: Address:  Phone: Fax:	ODLE Management Group Attention: Corporate Procurement 9937 E. Bell Rd. Scottsdale, AZ 852 (801) 693-2600 Fax: (801) 693-2900
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Once notice has been given, the parties agree to meet within 30 days and discuss possible modifications to the Agreement. If the parties cannot agree to mutually modify the Agreement, either party may unilaterally terminate its participation in the Agreement without cause by sending the other party written notice of termination. That party's termination shall take effect 30 days after service of notice.

**XIV. SIGNATURES**

<i>Nathaniel Cooper</i>	7-1-23
	Date
Center Director Turner Job Corps Center	

	Date
Chair or Designee-Dougherty County Commission Dougherty County, Georgia	

<i>Kenneth Williams</i>	07/01/23
	Date
Vice President ODLE Management Group	