

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PUBLIC SAFETY CADETS  
AND THE  
POWDER SPRINGS, GEORGIA POLICE DEPARTMENT  
REGARDING  
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

Powder Springs, Georgia Police Department

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2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. **Public Safety Cadets:** Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

**B. Participating Agency/Organization: Is responsible for:**

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.



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5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
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7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
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5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.
6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.
7. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.
8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.
9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.
10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.
11. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.
12. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this



MOU shall remain in full force and effect.

13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.

14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

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**APPROVED BY:**

L. Caldwell  
Signature of agency/organization head or designee

5/4/2023  
Date

**Lane Caldwell / Police Chief**

Printed Name/Title of agency/organization head or designee  
Public Safety Cadets by:

Kent A. Jefferies in his capacity as a director  
Signature on behalf of Public Safety Cadets

10 MAY 2023  
Date

**Kent A. Jefferies / Director**

Printed Name/Title of Public Safety Cadets Representative



## ADDENDUM A

### POINTS OF CONTACT

- A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: dconstantineau@publicsafetycadets.org or by calling the national office at: 703-717-8168.
- B. Officer P. Philpot has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)  
Officer – pphilpot@cityofpowdersprings.org (770) 943-1616.
- C. Officer P. Philpot has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)  
Officer – pphilpot@cityofpowdersprings.org (770) 943-1616.
- D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

Sergeant A. Cipriano – acipriano@cityofpowdersprings.org (770) 943-1616

Name, Title, Email and telephone contact

Officer M. Meade – mmeade@cityofpowdersprings.org (770) 943-1616

Name, Title, Email and telephone contact

Officer D. Racine – dracine@cityofpowdersprings.org (770) 943-1616

Name, Title, Email and telephone contact

Officer K. Corbin – kgreene@cityofpowdersprings.org (770) 943-1616

*(Add additional pages as necessary)*



**APPROVED BY:**

\_\_\_\_\_  
Signature of agency/organization head or designee

**Lane Caldwell / Police Chief**

\_\_\_\_\_  
Printed Name/Title of agency/organization head or designee  
Public Safety Cadets by:

in his capacity as president  
\_\_\_\_\_  
of Public Safety Cadets

\_\_\_\_\_  
Signature on behalf of Public Safety Cadets

**David Constantineau / President**

\_\_\_\_\_  
Printed Name/Title of Public Safety Cadets Representative

\_\_\_\_\_  
Date

**Approved as to form:**

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



**APPROVED BY:**

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Signature of agency/organization head or designee

**Lane Caldwell / Police Chief**

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Printed Name/Title of agency/organization head or designee  
Public Safety Cadets by:

in his capacity as president  
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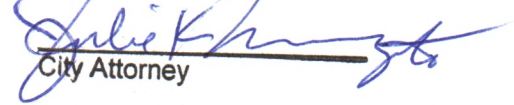
\_\_\_\_\_  
Signature on behalf of Public Safety Cadets

**David Constantineau / President**

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Printed Name/Title of Public Safety Cadets Representative

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Approved as to form:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



## ADDENDUM A

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- B. Sergeant A. Cipriano has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)  
Sergeant – acipriano@cityofpowdersprings.org – 770-943-1616.
- C. Officer Paul Philpot has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)  
Officer – pphilpot@cityofpowdersprings.org – 770-943-1616.
- D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

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Name, Title, Email and telephone contact

*(Add additional pages as necessary)*

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Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

*(Add additional pages as necessary)*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Clarke & Sampson, Inc.  
228 S. Washington St., Ste 200  
Alexandria VA 22314-5404

CONTACT  
NAME: Michael Lappat  
PHONE  
(A/C, No. Ext): 703-683-6601 FAX  
(A/C, No): 703-739-8967  
E-MAIL  
ADDRESS: mlappat@clarkeandsampson.com

INSURED  
Public Safety Cadets  
50 Catocin Circle NE Ste 325  
Leesburg VA 20176

PUBLI-9

| INSURER(S) AFFORDING COVERAGE              | NAIC # |
|--|--------|
| INSURER A : Cincinnati Specialty           | 13037  |
| INSURER B : Philadelphia Indemnity Company | 18058  |
| INSURER C :                                |        |
| INSURER D :                                |        |
| INSURER E :                                |        |
| INSURER F :                                |        |

## COVERAGES

CERTIFICATE NUMBER: 909181870

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | CSU 0121720   | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |                    | CSU 0181053   | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N / A              |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| B        | Accidental Death & Dismemberment  |                    | PHPA120275    | 1/1/2023                | 1/1/2024                | Accidental Death 25,000<br>Accidental Dismemberm 50,000<br>Accidental Paralysis 50,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2023

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**CONTACT**  
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**COVERAGES****CERTIFICATE NUMBER:** 909181870**REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CSU 0121720   | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | CSU 0181053   | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
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**CERTIFICATE HOLDER****CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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