

Huntsville, Alabama

308 Fountain Circle Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 3/14/2024		File ID: TMP-3927
Department: Police		
Subject:	Type of Action:	Approval/Action
Resolution authorizing the Mayor to enter into an Agreeme Training and Consulting, LLC.	nt between the City of	Huntsville and Guardian
Resolution No.		
Finance Information:		
Account Number: 1000-41-41305-515370-00000000		
City Cost Amount: \$ 5,000.00		
Total Cost: \$ 5,000.00		
Special Circumstances:		
Grant Funded: \$ 0.00		
Grant Title - CFDA or granting Agency: N/A		
Resolution #: N/A		
Location: (list below)		
Address: N/A		
District District I D Divisor -	strict 4 District 5	
Additional Comments:		
Contract for Guardian Training and Consulting to provide ad	vanced weapons training	ng to thirty-six (36) officers
		is to thirty-six (50) officers.

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Guardian Training and Consulting, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville Guardian Training and Consulting, LLC," consisting of twelve (12) pages, and the date of March 14, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the <u>14th</u> day of <u>March</u>, 2024.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 14th day of March, 2024.

Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND GUARDIAN TRAINING & CONSULTING LLC FOR POLICE OFFICER TRAINING

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

This Agreement is made and entered into this 14th day of March, 2024, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the "City"), and Guardian Training & Consulting, LLC (hereinafter referred to as "Guardian Training").

WITNESSETH

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

- 1. Guardian Training shall provide the City, by and through its Huntsville Police Department, with a multi-step program of training and consulting, as more particularly described and set forth in the attachment titled Huntsville Police Department Training Proposal March 2024, consisting of 9 pages.
- 2. Guardian Training shall provide training for 12 City employees per 8 hour course over 3 training days for a total of 36 employees. The 3 days of training shall occur on the dates set forth in the attachment at a location identified by the Huntsville Police Department.
- 3. Guardian Training shall provide training and consultation that is consistent and compliant with all applicable federal, state and local laws.
- 4. City shall pay Guardian Training the sum of \$5,000 which shall cover all costs associated with said training, including travel costs and instructor fees. Payment shall be made at the conclusion of services. The payment shall be made upon receipt of a written invoice.

President of the City Council of the City of Huntsville, Alabama Date: March 14, 2024

- Guardian Training understands, acknowledges and agrees that this contract shall be considered in its entirety and voted upon by the Huntsville City Council at a regularly scheduled public meeting.
- 6. In the performance of this work, it is understood between the parties that Guardian Training and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as employees of the City of Huntsville. Guardian Training shall have no authority to obligate the City to any indebtedness or other obligation.
- 7. Guardian Training is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Guardian Training and its agents and/or employees. Guardian Training waives any and all rights to recovery from the City for any injuries that Guardian Training (and/or its agents and/or employees) may sustain while performing services under this Agreement.
- 8. Guardian Training, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from Guardian Training's performance under this agreement, provided that any such claim, damage, loss or expense is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama. Jurisdiction and venue for all legal actions arising out of this Agreement shall be in the Courts of Madison County, Alabama.
- 10. Nothing in this Agreement shall create or be interpreted to create privity or any other contractual agreement between the City and any person or entity other than Guardian Training.
- 11. This Agreement, including the 9-page attachment called Huntsville Police Department Training proposal March 2024, represents the entire agreement between the City and Guardian Training and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended or extended only by written instrument approved by the City Council of the City of Huntsville, Alabama and executed by the City's Mayor and Guardian Training's authorized representative. In the event of any conflict between the terms of this

agreement and its attachment, the parties agree that the terms in the first 3 pages of this signed agreement shall take precedence over any conflicting term in the 9 page attachment titled Huntsville Police Department Training Proposal- December 2023.

12. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

GUARDIAN TRAINING & CONSULTING	CITY OF HUNTSVILLE, ALABAMA
By: Joshua Logan Its: Founder and Director of Training	By: Tommy Battle Its: Mayor
	WITNESS:
	Shaundrika Edwards, City Clerk

HUNTSVILLE POLICE DEPARTMENT TRAINING PROPOSAL

March, 2024

What are you doing today to prepare for tomorrow?

GUARDIAN

Joshua Logan J@gtctrain.org www.gtctrain.org



Project Purpose:

The purpose of this project is to provide a training and compensation contract between both parties, regarding a baseline plan of action for the Huntsville Police Department, Alabama (Client) for improved pistol performance of front-line officers from Guardian Training & Consulting, LLC's (Guardian) training team. This includes a multi-step program of training and consulting to facilitate success in implementation of those plans. The course, Shooting at the Speed of Efficiency – Pistol, is an Arizona Peace Officer Standards and Training (AZPOST) Continuing Education (CE) credentialed course and has been taught at the International Association of Law Enforcement Firearms Instructors (IALEFI) Annual Training Conference.

Concepts of Training:

GUARD-IAN | \ 'GÄR-DĒ-ƏN

l: one assigned to protect or oversee another: such as

a: a person or a body of persons on sentinel duty

2: a defensive state or attitude

a: a defensive position

3: the act or duty of protecting or defending

a: the state of being protected

b: to protect from danger especially by watchful attention: make secure police guarding our cities

c: to stand at the entrance of as if on guard or as a barrier

d: to tend to carefully

Guardian Training & Consulting brings together over 30 years of military, law enforcement, and personal security experience to provide you with the best possible training and consulting environment to meet your needs. Karen & Josh's backgrounds and bio's are posted on https://guardiantrainingandconsulting.org/about-

What are you doing today to prepare for tomorrow?

This is our mission statement because every day could be the last day before an incident in your life that could drastically change the course of it. We bring together our training and experience to provide you realistic, legal, responsible, and relevant training to your daily needs. We want ZERO victims that train with us going forward. You are your own guardian.

If you wish to review Guardian's feedback, please visit: https://guardiantrainingandconsulting.org/reviews

Guardian Training & Consulting, LLC

Fountain Hills, Arizona



Description of Project:

Based on our recent phone call and meeting the need for improved performance of front-line officers' pistol skills are evident, as well as the needs are specific, and the type of implementation of action plans are specific; With this in mind, Guardian has determined the following baseline needs of the police department:

Shooting at the Speed of Efficiency

Training Dates: May 6-8, 2024

Video of Course:

https://youtu.be/wHyUaT6dxuE?si=qKSUy-GJBKWAxIWK

Student Review of Course:

https://youtu.be/Fe_V7gqG8Us

Speed is fine... accuracy is final... You've all heard that... why can't we have both? This class is for that!

Speed is a hyproduct of efficiency. This advanced level course is designed to enable student(s) to work on efficiency of movement as it pertains to the holster draw, as well as shooting to cadence to enable the student(s) to shoot accurately and rapidly at different target distances/sizes. This advanced level shooting course will push your quantifiable performance limits!

This course will focus on the Deliberate Practice Model (Ericsson & Pool, Peak: Secrets from the New Science of Expertise) on how professional athletes train ranging from mental, cognitive, and physical abilities. Quantifiable results ranging from both time and accuracy.

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Speed /sped/ noun

noun: speed; plural noun: speeds

- l. the rate at which someone or something is able to move or operate.
 "we turned onto the runway and began to **gather speed**"
 - o rapidity of movement or action.

 "the accident was due to excessive speed"

 "they were bemused by the speed of events"
 - o INFORMAL something that matches one's tastes or inclinations. "oak tables and chairs are more his speed"

Ef-fi-cien-cy /əˈfiSHənsē/ adjective adjective: efficient

> (especially of a system or machine) achieving maximum productivity with minimum wasted effort or expense.

"fluorescent lamps are efficient at converting electricity into light"

- o (of a person) working in a well-organized and competent way.
 "an efficient administrator"
- preventing the wasteful use of a particular resource.
 suffix: -efficient

"an energy-efficient heating system"

GUARDIAN

Guardian Training & Consulting, LLC

Fountain Hills, Arizona

karen@gtctrain.org

www.gtctrain.org



Training Schedule

12 Students per 8 Hour Course – 3 Training Days – 36 Total Students

Instructors: Josh Logan, Guardian Training & Consulting

500 Rounds (minimum)

Duty Pistol

Duty Gear (Holster, Magazine Carriers)

3 Spare Magazines

Morning Session:

Shooting on Cadence:

(250 Rounds)

Working through neuro-muscular timing. How to shoot BOTH fast AND accurate. How to scale the student to more efficiently while maintaining accuracy, while speeding up shots. These drills will be performed by the student both in a group setting as well as an individual setting going down the line. There will also be a quantification of their split times and total time.

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Shooting Cadence

- 1. Start with a fully loaded firearm
- 2. Cadences:
- 3. One thousand one, one thousand two, one thousand three, one thousand four, one thousand five (prep trigger/reset on THOUSAND, press trigger/shot on NUMBER)
- 4. AND one, AND two, AND three, AND four, AND five
- 5. Tactical/Proactive Reload (choose other bullseye target)
- 6. 1, 2, 3, 4, 5 (25% faster than AND count)
- l, 2, 3, 4, 5 (25<mark>% faster than</mark> previous cadence

Cadence Shooting Drill:

https://youtu.be/ h4GracoEOO

Afternoon Session:

Efficient Holster Draw:

(250 Rounds)

Teaching the student to efficiently draw a handgun from the holster while focusing on minimizing movement of the body and head to speed up their holster draws. There will also be a talk about gear to maximize safety, efficiency, and subsequently speed.

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Draw Cadence Drill - Shot Timer

- l. Start with a fully loaded firearm
- 2. Holster firearm
- 3. Face downrange on a target at a distance of choosing
- 4. Set timer with delay (alone) or instant (with partner)
- 5. Set timer with a par time with 5 seconds
- 6. Partner (timer) states, SHOOTER READY, STANDBY, and press START
- 7. Shooter then uses the ENTIRE 5 seconds to draw and fire 1 round
- 8. 5, 4, 3, <mark>2,</mark> 1, Fire... fire on FIRE
- 9. Proceed to 4 seconds if the shooter is 4.8 5.2 seconds for basic applications. 4.9 5.1 seconds for advanced applications.
- 10. Set up for 4 seconds 4, 3, 2, 1, FIRE
- 11. 3 Seconds 3, 2, 1, FIRE
- 12. 2 Seconds 2, 1, FIRE
- 13. 1.5 Seconds 1 (long one).... FIRE
- 14. 1 Second 1, FIRE
- 15. Sub-Second No par... have them go fast, but focus on efficient

Video demonstration of dry fire practice of drills:

Holster Draw Tutorial:

https://youtu.be/ORY g45mx2c

Appendix Draw Tutorial:

https://youtu.be/M--qFsNMgi8

ARDIAN

Pistol Presentation:

https://youtu.be/fFTV2Pjpm A

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Grip & Presentation:

https://youtu.be/SudbnrDiyrs

FINAL OBJECTIVE:

At the end of this course, in we be bringing the cadence shooting with efficient holster draws.

Fast Holster Draw – Slow Shooting Cadence

Fast Holster Draw – Fast Shooting Cadence

Compensation:

Prior to any training or consulting occurring, payment in full will transpire at a minimum of 30 days prior to Training Day 1. The sum of \$5000 will cover all costs associated with training from travel costs and instructor fees, which shall be nonrefundable. Guardian reserves the right to modify its fees and charges in the event Client desires additional services or changes the services requested from Guardian. All pricing terms are confidential, and Huntsville Police Department agrees not to disclose them to any third party.

In addition to any other rights granted to Guardian herein, Guardian reserves the right to suspend all work or terminate this Agreement if the client account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

Contact.

For questions or additional information, please contact Guardian at j@gtctrain.org or (480) 331-4192.

Guardian Training & Consulting, LLC

Fountain Hills, Arizona

karen@qtctrain.org



Joshua Logan

Founder | Director of Training Guardian Training & Consulting

SIGN & DATE
Tommy Battle, Mayor
City of Huntsville

SIGN & DATE Kirk Giles, Chief Huntsville Police Department

GUARDIAN

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