

THE CITY OF FOREST PARK POLICE SERVICES DEPARTMENT

POLICE OFFICER EMPLOYMENT CONTRACT

This Police Officer Employment Contract (“Agreement”) dated the _____ day of _____, 2024, between the CITY OF FOREST PARK (the “City”), a municipality within the State of Georgia, and JAMAL HUNTER (“Police Officer” or “Officer”), for the position of POLICE OFFICER is entered into for the purpose of engaging said Officer in employment by the City subject to the following terms and conditions:

- I. The City hereby agrees to employ the above-named Officer for the position of Police Officer for the City of Forest Park Police Services Department (“Department”), and Officer accepts said employment.
- II. Officer’s employment shall commence on the _____ day of _____, 2024. The term of this contract shall be in full force and effect based upon the training provided by the City, the State of Georgia, or other certification authority and shall run for a period of two (2) years from the commencement date of employment.
- III. Officer desires to utilize his canine (“K9”) as a part of the Department’s K9 Unit and serve to as its handler during the term of his employment with the City. As such, the City agrees to purchase said K9 and provide for necessary training, certifications, and related expenses as referenced in **Exhibit A**.
- IV. Notwithstanding anything to the contrary provided herein or in Exhibit A, upon separation or termination of Officer’s employment, the possession and ownership of K9 shall revert back to Officer.
- V. The City shall pay Officer a salary as established from time to time by the City. Said salary shall be payable in fifty-two (52) weekly installments. Nothing contained herein shall prohibit said Officer from receiving a promotion or salary increase during the term, said promotion or increase being at the sole discretion of the City.
- VI. The City employs the Officer in the Department and Officer’s duties shall be those as may be set, increased, or reduced from time by the City at the discretion of the department head or superior officer in the Department.
- VII. Officer hereby agrees to devote his/her time, attention, and energies to the business of the City and is prohibited from engaging in any other form of employment unless authorized in writing on the appropriate form provided for off-duty work.
- VIII. Officer hereby agrees to comply with all rules and regulations, special orders, and safety orders as may be issued by the City and through its Department.
- IX. In the event Officer shall breach this Agreement due to voluntary or involuntary termination of the employment relationship with the City prior to the expiration of the term of the

Agreement provided for in Paragraph II hereof, then in that event, the parties agree the City shall be entitled to recover from Officer the sum of ten thousand dollars and 00/100 cents (\$10,000.00), representing the most conservative estimate of the total costs which have been incurred by the City in providing training and expenses for Officer and K9, and the best estimate of damages which would be incurred by the City in the event of such a breach of the Agreement; and both parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by the City because of such an early termination of this Agreement by Officer. In addition, the City shall recover from Officer reasonable attorney's fees expended in enforcing this Agreement. The City's recovery of the sum of ten thousand dollars and 00/100 cents (\$10,000.00) is not intended as a penalty but as full liquidated damages pursuant to O.C.G.A. 13-6-7, and the right to recover said sum as damages and reasonable attorney's fees from Officer shall constitute the City's sole and exclusive remedy in the event of Officer's early termination of this Agreement.

- X. To the extent that full liquidated damages are due to the City pursuant to Paragraph IX hereof, the City may withhold any wages due to Officer that exceed the statutory minimum wage, including overtime, to satisfy such liquidated damages. Further, the City may withhold any additional compensation due to Officer, including but not limited to, a payout of vacation or sick leave accrual, to satisfy such liquidated damages.
- XI. This Agreement is the entire agreement by and between the City and the Officer, and any modification or waiver shall be deemed void, unless in writing and signed by both parties.

CITY OF FOREST PARK, GEORGIA

By: _____
Brandon Criss, Police Chief

By: _____
Angelyne Butler, Mayor

POLICE OFFICER

By: _____
Jamal Hunter

Witnessed by: _____

EXHIBIT A

State of Georgia
County: Clayton

\$1.00 USD

Bill of Sale for K9 (Animal)

IN CONSIDERATION OF the sum of \$1.00 USD, which consideration is acknowledged, Jamal Hunter (the "Seller"), SELLS AND DELIVERS to the City of Forest Park, 320 Cash Memorial Blvd, Forest Park, GA 30297, USA (the "Purchaser"), the following one (1) animal (the "K9").

Name of the K9 is _____ (insert name).

K9 is a _____ (insert breed) and certified in Tracking, Articles, and Illegal Narcotics.

The Purchaser warrants that (1) the Purchaser is the legal owner of the Animal; (2) the Animal is free from all liens and encumbrances; (3) the Purchaser has full right and authority to sell and transfer the Animal; and (4) the Purchaser will warrant and defend the title of the Animal against any and all claims and demands of all persons.

The Animal is being sold in an 'as is' condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, the Seller disclaims any warranty as to the condition of the Animal. The Seller does not assume or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Animal.

The Purchaser has been given the opportunity to have a pre-purchase examination performed by a veterinarian of the Purchaser's choice at the Purchaser's expense prior to the execution of this Bill of Sale. If the Purchaser elects not to have a veterinarian perform a pre-purchase examination of the Animal, the Purchaser waives any and all rights, claims or causes of action against the Seller for any patent or latent defects pertaining to the Animal.

The Purchaser has been given the opportunity to inspect the Animal or to have it inspected and the Purchaser has accepted the Animal in its existing condition. This Bill of Sale will be construed in accordance with and governed by the laws of the State of Georgia.

The Purchaser agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any other expenses that result from or arise out of the Animal.

Upon signing this agreement, the City of Forest Park Police Department accepts all responsibility and any liability of K9.

SIGNED, SEALED, AND DELIVERED

this _____ day of _____,
_____ in the presence of:

(Signature of Witness)

WITNESS DETAILS:

Name: _____

Address: _____

City of Forest Park Police Department
(Purchaser)

Jamal Hunter
(Seller)