

Powder Springs Police

Lane Cadwell, Chief of Police

P.O. Box 46 * 1114 Richard D. Sailors Pkwy * Powder Springs, GA 30127 | 770-943-1616 | 770-943-8027 Fax

POLICE K9 SERVICE AGREEMENT

Officer Edward Reeves (Officer Reeves) having been hired by the City of Powder Springs (City) (collectively referred to as the Parties), as a police officer on November 6, 2023, the Parties now agree as follows:

- 1. Officer Reeves will donate his K9 partner Bane to the City. K9 Bane is a certified and trained police K9 holding certifications by MDD for tracking and narcotics detection work.
- 2. Officer Reeves certifies and attest that K9 Bane is a Dut dy Breed (Sex) 5 year old in good health, current on all vaccinations. Officer Reeve is not aware of any condition of K9 Bane that would limit or preclude his/her service with the City.
- 3. Officer Reeves will house and care for K9 Bane while they are employed with the City.
- 4. Officer Reeves is certified by NOOP for handling K9 Bane for tracking and narcotics detection work and will be responsible to maintain such certifications for himself and K9 Bane. The City will pay certification costs for Officer Reeves and K9 Bane as agreed upon in advance. Certification of Officer Reeve and K9 Bane is a condition of employment with the City. If Officer Reeves' certification or K9 Bane's certification lapse then the City may in its sole discretion terminate Officer Reeves' employment with the City and/or K9 Bane's service.
- 5. The City will provide all food, medical care, and training for K9 Bane from this date forward while Officer Reeves and K9 Bane are in the employ of the City. If K9 Bane requires any medical care in a medical facility outside the State of Georgia, then the City shall be notified in advance and must approve such care in advance.
- 6. Upon Officer Reeves' separation of employment with the City, K9 Bane will be released from the City and returned to Officer Reeves free of charge.
- 7. Officer Reeves will be compensated as other City K9 Officers for care and housing of K9 Bane during his employment with the City, provided that both maintain their K9 certifications. Officer Reeves has received a copy of the City's K9 compensation terms, has read the said compensation terms and agrees to the terms and conditions contained therein.
- 8. In the unforeseen event that Officer Reeves is unable to perform his duties due to an injury, illness, or death suffered during his employment with the City, K9 Bane would be returned to a designated family member of Officer Reeves.
- 9. Officer Reeves agrees to defend, indemnify and hold harmless the City and its officers, employees, representatives, and elected officials with respect to any loss, damage, claim injury or any other liability that arises out of, or is in any way related to K9 Bane's or Officer Reeves' actions with K9 Bane outside of the course and scope of employment with the City.
- 10. Officer Reeves certifies and attests that Officer Reeves and K9 Bane served with the Austell Police Department from August 15, 2021, until October 24, 2023, and Officer Reeves has provided all



Mayor Al Thurman

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information on any investigations or actions related to Officer Reeves or K9 Banes service during their tenure with the City of Austell Police Department. The City of Austell Police Department has affirmed there are currently no pending actions against Officer Reeves or K9 Bane and released any responsibility the City of Austell Police Department has for the actions of Officer Reeves and K9 Bane upon their separation with the City of Austell Police on October 24, 2023.

- 11. Officer Reeves certifies and attests that Officer Reeves is not aware of any care or medical bills acquired prior to November 6, 2023 that remain outstanding.
- 12. The City had no affiliation or responsibility for or with Officer Reeves or K9 Bane prior to their employment with the City that began on November 6, 2023.
- 13. The City is not responsible for any care or medical bills acquired prior to November 6, 2023, and will not be responsible for any medical bills after Officer Reeves' and/or K9Banes's separation of employment with the City.
- 14. Officer Reeves gives up and waives any right he may have on behalf of himself and his heirs, assigns and successors for any loss, injury, damage, claim or liability arising out of or in any way related to Officer Reeves' ownership, possession and training of K9 Bane.

15. This agreement constitutes the entire understanding between the Parties and may not be amended except as in writing executed by both Parties.

	11/20/2023
Edward Reeves	Date
L'achiel	11/20/2023
Chief of Police Lane Cadwell	Date
Pam Conner	11-20-23
City Manager Pam Conner	Date
Ollah to Tallana	

Approved as to form:

Attest

City Attorney

Date