

**TOWN OF FOREST HEIGHTS  
TOWN MEETING**

Wednesday, January 20, 2021  
8:00 pm  
Municipal Building  
Dial-In 1-301-715-8592  
563 484 463

**Agenda**

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Agenda
  - a. Minutes from December 7, 2020
  - b. Minutes from January 4, 2021
- VI. Public Period (limit 2 minutes)
- VII. Legislation
  - a. **Resolution 02-21:** A Resolution of the Mayor and Council of the Town of Forest Heights, Maryland approving the appointment of three (3) Ethics Commissioners.
  - b. **Resolution 03-21:** A Resolution of the Mayor and Council of the Town of Forest Heights, Maryland formally appointing and confirming the appointment of new Election Board Members.
- VIII. Closed Session
- IX. Legislation
  - a. **Resolution 01-21:** A Resolution of the Mayor and Council of The Town of Forest Heights, Maryland to approve the employment and appointment of Zavion Adams as a Police Officer to serve within the Forest Heights Police Department and to approve reimbursement agreement.
- X. New Business
- XI. Adjournment

**Town of Forest Heights  
Work Session- 7:30 PM  
Monday, December 7, 2020  
Meeting Minutes**

**Call to Order:** 7:30 PM

**Roll Call:** CM Barnes, CW Noble, CW Hines, CM Atkinson, CM Kennedy II Mayor Muhammad present.

**Moment of Silence:**

**Pledge of Allegiance:**

**Approval of Agenda:** Motion by CM Kennedy II to approve the agenda; seconded by CW Hines; all in favor; motion passed.

**Presentation from Greenwill Consulting:** The representative from Greenwill Consulting updated the council on what was coming in the legislative session. Maryland voted how the Governor's budget is controlled, which will cause a lot of change and result in more power in the General Assembly. The sports betting bill was passed, which will affect the Local Impact Grant, infrastructure and school funding. A lot of legislation regarding police reform and education has been pre-filed. There are a lot of discussions regarding COVID-19 response. They are looking to increase the grant to 225,000.

**Public Period:** None

**Staff Reports**

**Town Treasurer:** Status report of the Town's finances for the month of November 2020 were distributed to the Town Council and can be picked up at the clerk office.

**Public Works Director:** Status from Public Work were distributed to the Town Council and can be picked up at the clerk office.

**Lobbyist:** Status from Lobbyist were distributed to the Town Council and can be picked up at the clerk office.

**Code Enforcement:** Status from Code Enforcement were distributed to the Town Council and can be picked up at the clerk office.

**Ombudsman's Report:** Status from Ombudsman's were distributed to the Town Council and can be picked up at the clerk office.

**Chief of Police:** Status from Chief of Police were distributed to the Town Council and can be picked up at the clerk office.

**Town Administrator:** Status from Town Administrator were distributed to the Town Council and can be picked up at the clerk office.

**Ward Reports**

**Ward I:** None

**Ward II:** None

**Ward III:** None

**Mayor's Report:** The Town received holiday cards from the Governor and First Lady.

**Legislation:**

**Resolution 71-20:** A Resolution to approve a contract with Tri-State Solutions of Maryland, LLC for landscaping and snow removal services; the Mayor stated that it and Resolution 72-20 needed to be voted on as a matter of security, given that the weather may call for snow. Motion by CM Kennedy II to waive the full reading; seconded by CW Hines; motion by CM Kennedy II to adopt Resolution 71-20; seconded by CW Hines. No discussion; vote (6 yes; 0 no) motion passed.

**Resolution 72-20:** A Resolution to approve a three-year salt utilization agreement between the State Highway Administration ("SHA") and the Town of Forest Heights (The "Town"); motion by CM Kennedy II to waive the full reading; seconded by CW Hines; motion by CM Kennedy II to adopt Resolution 72-20; seconded by CW Hines. No discussion; vote (6 yes; 0 no) motion passed.

**Enter Closed Session at 7:50 PM**

motion by CM Kennedy II to go into closed session; seconded by CW Hines to discuss: or official over which the public body has jurisdiction; it is for the purpose of a police officer appointment.

**FORM OF STATEMENT FOR CLOSING A MEETING**

Location: Town of Forest Heights, Maryland

Date: December 7, 2020

Time: 7:50 p.m.

Vote to Close Session:	YES	NO	ABSTAIN	ABSENT
Mayor Habeeb-Ullah Muhammad	[X]	[ ]	[ ]	[ ]
Councilman Calvin Washington	[X]	[ ]	[ ]	[ X ]
Councilman Robert Barnes	[X]	[ ]	[ ]	[ ]
Councilwoman Clifton Atkinson	[X]	[ ]	[ ]	[ ]
Councilman Jonathon Kennedy II	[X]	[ ]	[ ]	[ ]
Councilwoman Paula Noble	[X]	[ ]	[ ]	[ ]
Councilwoman Taunya Hines	[X]	[ ]	[ ]	[ ]

**STATUTORY AUTHORITY TO CLOSE SESSION**

State Government Article Section 10-508(a):

1. [ x ] To discuss:

- (i) The appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom the Town has jurisdiction; or

**Motion to end Closed Session- 8:43 PM;** Motion by CM Kennedy, II; seconded by CW Noble; all in favor; motion passed.

Persons attending closed session: Mayor Muhammad, CM Barnes, CM Atkinson, CM Kennedy II, CW Hines, CW Nobles, Attorney Kevin Best, Town Administrator Linwood Robinson, Town Clerk Sherletta Hawkins, and Chief Rease and Mr. Jones

Mayor Muhammad restated the reasons of the closed session to the public.

**Legislation:**

- a. **Resolution 70-20:** A resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Bernard Jones Jr. as a Police Lieutenant to serve within the Forest Heights Police Department and to approve a reimbursement agreement. motion by CM Kennedy II to waive the full reading; seconded by CW Hines; motion by CM Kennedy II to adopt Resolution 70-20; seconded by CW Hines. No discussion; vote (6 yes; 0 no) motion passed.

**New Business:** None

**Meeting Adjourned:** 8:53pm

**Town of Forest Heights  
Work Session- 7:30 PM  
Monday, January 4, 2021  
Meeting Minutes**

**Call to Order: 7:36 PM**

**Roll Call:** CM Kennedy II, CW Noble, CW Hines, CM Barnes, CM Washington present. Mayor Muhammad and CM Atkinson absent. Quorum established.

**Moment of Silence:**

**Pledge of Allegiance:**

**Approval of Agenda:** Motion by CM Washington to approve the agenda; seconded by CW Hines; all in favor; motion passed.

**Approval of Minutes from December 16, 2020** Motion by CM Washington to approve the minutes from December 16, 2020; seconded by CW Hines; all in favor; motion passed. The minutes of December 7, 2020 will be presented at the next meeting.

**Speaker Rev. Mija Cho with Oxon Hill United Methodist Church:** Rev. Mija Cho thanked the council for inviting her to speak and for the opportunity to participate in the civic process. She noted that she has extensive history with the area and would encourage the congregation to be involved in the community process. She said that her church had been feeding the homeless with their ministry. This program had grown 300 percent since last year. The church is seeking to connect with the community, municipality, and businesses to support their goals. She thanked the Mayor and Council for their donation of toys to the church. She encouraged a partnership to help the community.

**Public Period:** None

**Staff Report**

**Treasurer's Report:** CW Noble asked how many people received a hardship relief grant as part of the CARES Act. Treasurer Mrs. Vaughn affirmed that 13 individuals and 1 business received the grant.

**Public Works:** CW Noble asked how finished the Town was with the speed hump repair project. Public Works Director Mr. Vaughn said that they were about 50% complete. He responded to questions about leaf pickup stating that the leaf blower was in the shop, but they picked up leaves on a regular basis.

**Town Lobbyist:** Status report from Town Lobbyist were distributed to the Town Council and can be picked up at the clerk office.

**Code Enforcement:** Status report from Code Enforcement Department were distributed to the Town Council and can be picked up at the clerk office.

**Ombudsman's Report:** Status report from Ombudsman's were distributed to the Town Council and can be picked up at the clerk office.

**Police Chief:** Status report from Chief Rease were distributed to the Town Council and can be picked up at the clerk office.

**Town Administrator:** CW Noble asked Mr. Robinson about the lobbyist. She asked if Greenwill Consulting was only in Annapolis. Town Administrator Mr. Robinson said that they were mostly based on the state level and lobbied on the county level.

**Council Reports**

**Ward I:** CM Washington complimented the work of the police department and highlighted their accomplishments. This included the graduation of Officer Grooms from K9 school, the hiring of 2 new lieutenants, expanding the police vehicle fleet, acquiring an evidence warehouse, receiving recruitment and retention grants, and covering 20 hours each day. 24-hour coverage is expected once rookie officers finish training. The Police Department is working with the Ring and Nest home security systems to develop ways for residents to be informed about what goes on in their neighborhood.

**Ward II:** CM Kennedy II stated that he looks forward to 2021 and noted the performance of the Town during a very difficult year.

**Ward III:** CW Hines noted the success of the town's toy drive on December 19, 2020. She thanked those that had helped make it possible. She noted that she got to meet with State Senator Obie Patterson and sit in on a meeting.

**Legislation**

**Resolution 01-21:** A Resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Zavion Adams as a Police Officer to serve within the Forest Heights Police Department and to approve a Reimbursement Agreement; motion by CM Barnes to waive the full reading; seconded by CW Hines; the Town Clerk noted that a discussion would require a closed session. The Town Attorney noted that if anything was personnel sensitive that a closed session would be needed.

**New Business:** None

**Meeting Adjourned:** Motion by CW Hines to adjourn; seconded by CW Noble; meeting adjourned 7:59 PM.

**TOWN OF FOREST HEIGHTS  
RESOLUTIONS 02-21**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST  
HEIGHTS, MARYLAND APPROVING THE APPOINTMENT OF THREE (3)  
ETHICS COMMISSIONERS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, during the 2010 legislative session, the General Assembly of Maryland enacted legislation mandating required changes in local ethics ordinances that include: (1) adopting conflict of interest and financial disclosure provisions for elected municipal officials that are equivalent to or exceed the State's, (2) requiring that local elected officials must file a financial disclosure statement complying with said provisions, (3) requiring the local ethics commission to certify to the State Ethics Commission on or before October 1 of each year that the municipal corporation is in compliance with the requirements for elected local officials, and (4) requiring that candidates for election also must comply with the financial disclosure requirements of the law; and

**WHEREAS**, in January, 2013, the State Ethics Commission reviewed an ethics ordinance exemption request submitted on behalf of the Town and thereby granted the Town a partial exemption from the requirement to adopt lobbying provisions as part of the local ethics law, and as a result of said Commission's determination, the Town's previously, voluntarily-enacted ethics ordinance found in Article 14 of the Town Code was amended to comply with State law and is further subject to periodic review by the State Ethics Commission; and

**WHEREAS**, pursuant to Section 14.3 of the Town Ordinance Code, as amended, there is now a Town of Forest Heights Ethics Commission that shall consist of three (3) members appointed by the Mayor with the approval of the Council and notwithstanding anything in Article 21 of the Town Code to the contrary, the Ethics Commissioners shall serve at the pleasure of the Mayor and Council and shall otherwise be further governed by this Article 14 and Article 21 of the Town Code.

**WHEREAS**, pursuant to Section 21.2.C(6) of the Town Ordinance Code, the Council hereby finds that the appointees meet the qualifications for office prescribed by law; and

**NOW THEREFORE BE IT RESOLVED**, and enacted that the Town Council hereby approves and ratifies the appointment of the following individuals as Ethics Commissioners to serve for a one (1) year term as prescribed by Section 21.2 of the Town Ordinance Code or until their successors are duly appointed: Mrs. Monica Lawson, 1), Mr. Worthington Ross, 2) and Mrs. Doris Stevenson, 3).

**BE IT FURTHER RESOLVED**, that the above-named appointees shall subscribe to and be administered by the Mayor the oath of office for the office of Ethics Commissioner pursuant to Section 33-84 of the Town Charter; and

**TOWN OF FOREST HEIGHTS  
RESOLUTIONS 02-21**

**BE IT FURTHER RESOLVED**, that newly appointed Ethics Commissioner Ms. Mary Burnett is hereby appointed to serve as Chair of the Commission unless and until the Commission votes to name a successor Chair; and

**BE IT FURTHER RESOLVED**, that pursuant to Subsections 21.2.C(8) and 21.2.I(2) of the Town Ordinance Code, Councilperson Taunya Hines., shall be assigned to coordinate with said body and shall assist, as needed, in drafting the agenda, scheduling meetings, and in the preparation and distribution of meeting materials; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon passage.

PASSED this 20th day of January 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

THE MAYOR AND COUNCIL OF THE  
TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the 20<sup>th</sup> day of January 2021 with \_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution 02-21 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

The Town of Forest Heights  
Resolution 02-21

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 03-21

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST  
HEIGHTS, MARYLAND FORMALLY APPOINTING AND CONFIRMING  
THE APPOINTMENT OF NEW ELECTION BOARD MEMBERS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the “Charter”) the Town of Forest Heights (the “Town”) shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other State law; and

**WHEREAS**, pursuant to Section 33-24 of the Town Charter there shall be a Board of Elections, consisting of three members who shall be appointed by the Mayor with the approval of the Council on or before the first Monday in March in every odd numbered year and the terms of members of the Town Board of Elections shall begin on the first Monday in March in the year in which they are appointed and shall run for two years, and the members of the Town Board of Elections shall be qualified voters of the Town whereby a person is eligible to serve as a member of the Board if the person: a.) is a qualified voter of the Town, b.) does not hold and is not a candidate for elective office in the Town during his term of office, c.) is not the spouse, mother, father, sister, brother, son or daughter of a person who holds or is a candidate for elective office in the Town during his term of office, and d.) is able to read and interpret all pertinent election laws; and

**WHEREAS**, the Mayor and Council find that it is in the best interest of the Town due to the pending election to immediately confirm and appoint three (3) members of the Board and an alternate.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves the Mayor’s appointments as follows:

Section 1

**Mr. Freddie L. Colston**, a resident of the Town, who meets the qualifications for office pursuant to the Charter and has subscribed to the oath of office is hereby confirmed and appointed to serve as member of the Board of Elections of The Town of Forest Heights for a two-year term which will expire first Monday in March, 2023.

Section 2

**Mrs. Elaine Pippins**, a resident of the Town, who meets the qualifications for office pursuant to the Charter and has subscribed to the oath of office is hereby confirmed and appointed to serve as member of the Board of Elections of The Town of Forest Heights for a two-year term which will expire first Monday in March, 2023.

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 03-21

Section 3

**Mrs. Darlene Kuny**, a resident of the Town, who meets the qualifications for office pursuant to the Charter and has subscribed to the oath of office is hereby confirmed and appointed to serve as member of the Board of Elections of The Town of Forest Heights for a two-year term which will expire first Monday in March, 2023.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage.

PASSED this 20<sup>th</sup> day of January 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
WASHINGTON	_____
BARNES	_____
ATTKINSON	_____
HINES	_____
NOBLE	_____

I HEREBY CERTIFY that the above Resolution No. 03-21 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the 20<sup>th</sup> day of January, 2021.

ATTEST:

THE MAYOR AND COUNCIL OF THE TOWN  
OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

TOWN OF FOREST HEIGHTS  
RESOLUTION 01-2021

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT OF ZAVION ADAMS AS A POLICE OFFICER TO SERVE WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT AND TO APPROVE A REIMBURSEMENT AGREEMENT**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

**WHEREAS**, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

**WHEREAS**, pursuant to Section 23.2 of the Town Ordinance Code, certain minimum qualifications for police officers is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, school and credit agency records; and

**WHEREAS**, pursuant to General Order No. 2016-1 (Ch. 2, § 3) sworn personnel will remain on probation until successfully completing twelve (12) consecutive months of full time employment with the FHPD and authorized by the FHPD Chief of Police as having successfully completed the probation period; and

**WHEREAS**, the Council finds that Zavion Adams has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Officer in the Police Department and it is in the best interest of the Town to appoint Mr. Adams as a Police Officer, and

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby consents to the Mayor's appointment of Zavion Adams as Police Officer at the annual salary of \$50,000.00; and

**BE IT FURTHER RESOLVED**, that said officer's salary shall be paid from line item 7378 Salary from the FY2021 Budget; and

**BE IT FURTHER RESOLVED**, that the Town Council hereby approves the Reimbursement Agreement, attached hereto and incorporated herein, as Exhibit 1, which requires

TOWN OF FOREST HEIGHTS  
RESOLUTION 01-2021

said officer to reimburse the Town in an amount not to exceed \$5,000 should he be unwilling to serve for the requisite minimum of three (3) years.

**AND BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its passage.

PASSED this \_\_\_ day of January 2021.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of January 2021 with \_\_\_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution 01-2021 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHT POLICE OFFICER  
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, effective as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("Employee"), and THE TOWN OF FOREST HEIGHTS, MARYLAND, a Maryland Municipal Corporation, 5508 Arapahoe Drive, Forest Heights, Maryland 20745 (the "Town").

RECITALS:

WHEREAS the Town desires to hire the Employee to serve as a police officer and desires to make such employment contingent upon certain conditions; and,

WHEREAS the Town will incur significant costs in connection with the hiring, training and outfitting of the Employee as a new police officer; and,

WHEREAS the purpose of this Agreement is to ensure that the Town receives the services of a police officer for a minimum of three (3) years in order that the Town may recoup the investment of time and money expended in training and outfitting the Employee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the Town agree as follows:

1. The term of this Agreement begins as of the Effective Date of hire and expires twenty-four (24) months after the Effective Date of hire.
2. The Employee will serve in a probationary status for a period of twelve (12) months from the Effective Date of this Agreement. During the period of probation, the Employee is an "employee at will" and the Mayor, based on the Chief's recommendation may, in his/her sole discretion, terminate the Employee with or without cause.
3. The Town agrees to provide all necessary uniforms, equipment, materials and training in order to prepare the Employee for assuming the duties of a Forest Heights Police Officer. In particular, the Employee may be required to attend, at the Town's expense, police training including but not limited to the Comparative Compliance Course (Law Enforcement Review Class) at the Public Safety and Security Institute at PGCC, which may cost approximately \$735.00 or more. The Town's police department will also pay for a ballistic vest. The Town also agrees to give the Employee a signing bonus not to exceed \$5,000.00 over a three (3) year period. Each year the Employee will receive \$1,667.00 until they reached \$5,000.00. This will be paid from the Employee salary line item.
4. Upon completion of required initial training, the Employee shall serve as a Forest Heights Police Officer in any duty assignment or location designated by the Chief of Police or his designee.

5. The Employee shall comply with all policies, procedures, rules and requirements of the General Orders of the Forest Heights Police Department existing at the time of this Agreement and as are issued from time to time, the Town's personnel and police directives, and the Town of Forest Heights Ordinance Code.

6. The Employee and the Town agree that by hiring the Employee, the Town has lost the opportunity to hire other qualified candidates and that the Town has incurred substantial expense in hiring, paying wages, training and outfitting the Employee.

7. The Employee agrees that the total cost to the Town is extensive and difficult to determine to a reasonable degree of specificity.

8. The Employee agrees to pay a sum not to exceed \$5,000.00 to the Town as liquidated damages in the event that the Employee terminates his/her employment with the Town for any reason or otherwise breaches this Agreement, or if the Town terminates the Employee's employment during the term of this Agreement as expressed in paragraph 1 above. The amount repaid to the Town is not as a penalty; rather it is a partial reimbursement for expenses incurred by the Town. The amount of liquidated damages to be paid by the Employee is calculated as follows:

a. If the Employee's termination date is within twelve (12) months of the Effective Date of this Agreement, the Employee shall pay the amount of \$1,667.00 to the Town.

b. If the Employee's termination date is between twelve (12) and twenty-four (24) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$3,333.00.

c. If the Employee's termination date is between twenty-four (24) and thirty-six (36) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$5,000.00.

9. Termination for reasons of a physical or mental incapacity that precludes the Employee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the Town certifies that the Employee is unable to perform the duties of a police officer.

10. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.

11. Within five (5) days of the Effective Date of this Agreement the Employee shall, in writing, withdraw his or her name as a potential candidate for employment with all other law enforcement agencies.

12. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held

to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

13. The waiver of any covenant or condition by the Town shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the Town may have pursuant to the terms of this Agreement.

14. In the event of breach of this Agreement, the Employee agrees and consents to the Town withholding any and all sums due to the Employee from the Town, to include wages, contributions to the Employee's retirement accounts and unpaid leave as a setoff against the liquidated damages described above. The Employee further agrees to pay all court costs, attorney's fees and other costs incurred by the Town in an action to enforce this Agreement and/or to collect the liquidated damages provided for herein.

15. Assignment. This Agreement may not be assigned to any other person, firm or organization without the express written consent of Town.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EMPLOYEE:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Habeeb-Ullah Muhammad, Mayor