## Affidavit of Applicant

As the Applicant, I acknowledge that I understand and/or certify the following:

- 1. That if I do not wish to answer a question in the application process, I may decline to do so; however my application will not be processed and I will not be considered for employment.
- 2. Exclusive of the aforementioned statement, all information which is recorded in the application process will be used only for identification and/or in relation to consideration of qualification of the applicant for employment only.
- 3. That I have read and understand all questions and instructions in this application and that my answers during the application process are factual and complete to the best of my knowledge and belief.
- 4. That truthful and complete responses in the application process are required and will be verified.
- 5. That discovery of intentional fraudulent submission, omissions or incorrect answers may be a basis for the termination of the application process and or employment, and may result in criminal prosecution for the offense of False Statements under Georgia law section 16-10-20, a felony punishable by a maximum fine of \$1,000 or imprisonment for not less than one (1) or more than five (5) years, or both; and/or for the offense of False Swearing under Georgia code section 16-10-71, a felony punishable by a maximum fine of \$1,000 or imprisonment for not less than one (1) or more than five (5) years, or both; and/or for the offense of False Swearing under Georgia code section 16-10-71, a felony punishable by a maximum fine of \$1,000 or imprisonment for not less than one (1) or more than five (5) years, or both.
- 6. That falsification during the application process by an individual hired will result in termination of employment with this Agency and criminal prosecution.
- 7. That the City of Duluth Police Department operates within the scope of a Standard Operation Procedures (SOP) Manual and that if an offer of employment is made and accepted, the applicant agrees to work in accordance with the policies and procedures of this manual.
- 8. That all information provided will be verified by: written request, interview, testing, psychological test, physical agility testing, medical exam, drug screening, polygraph exam or computer verification of drivers/criminal history and drivers license status; that the present and all former employers will be contacted for information to determine qualifications for employment with this Agency. Personal references will be checked.
- 9. That if I am offered employment with the City of Duluth Police Department and if I accept such employment, that I will be considered an "at will" employee at all times during my employment with the city.
- 10. That my work performance will be evaluated periodically; and if I do not maintain agency standards of work performance, that my employment with the City of Duluth Police Department will be terminated. I understand that upon such termination all salary, compensation and other employee benefits will also be terminated. I further understand that upon termination that I must return all property issued to me by the City of Duluth Police Department, or make suitable restitution for same.

- 11. That in the event I achieve agency work performance standards and should my work performance fall below agency standards, that I may be terminated or lesser disciplinary action taken.
- 12. I understand I may be terminated for violations of Department policies and procedures. I understand that as an employee I have appeal rights only as provided in the City of Duluth Police Department's Standard Operating Procedures manual.
- 13. That in accordance with Georgia law 35-8-22, I accept full and complete responsibility for any and all expenses for my law enforcement training received from my present and any an all previous law enforcement agencies. That I fully and completely relieve the City of Duluth and all its employees from any responsibility from the incursion of any debts or expenses from any law enforcement training from my present employer, and any and all former employers.
- 14. If terminated within one year of employment, I agree to pay the City of Duluth within 30 days of employment termination, a minimum of \$500 and a maximum of \$1,000 (based on job assignment, pre employment testing costs, equipment and uniforms bought and issued to me) as liquidated damages in recognition for expenses incurred by the City of Duluth as part of the employment process.
- 15. That I understand that: (a) federal law 18 USC 922 prohibits persons who have been convicted of domestic violence related crimes from access to, possession of, shipment to or transport of firearms and/or ammunition; and (b) most jobs with the City of Duluth Police Department involve contact with firearms or ammunition and thus are covered under this federal law; and (c) that all applicants and employees are required to submit to a review of their criminal history record prior to employment and as a condition of continued employment and (d) that I give my consent for such criminal history record check to be conducted prior to employment and at any time during my continued employment.
- 16. That the City of Duluth has an employment process as provided in the department's SOP section 51-02. The process begins when an application is submitted. A background investigation is performed to include a check of: (1) criminal history record information, (2) driver's history record and (3) work history check at a minimum. Oral interviews are conducted by the Chief of Police and/or his designee. Should a conditional offer of employment be extended to the applicant: the applicant must pass all pre employment tests to include but not limited to: (1) psychological tests and interview, (2) physical examination, (3) polygraph examination and (4) other tests as may be applicable (to include but not limited to academy entrance examination). The process may take 30 to 60 days for completion in some instances. The applicant who has been extended a conditional offer of employment will be informed if at any time they fail to meet standards on any part of the process.

The City of Duluth receives applications on a continuous basis. As such is the case, it is not possible for the department to respond to all applicants. The department only responds when it wishes to interview for open positions. If the department does not wish to interview the applicant, the applicant will not be notified. It is incumbent upon the applicant to contact the department to determine the status of their application as they wish. Applicants are encouraged to contact the agency to update or check the status of their application.

- 17. That I understand and acknowledge that if any information presented in this application changes between the time I submit the application and any conditional offer of employment is made, that I must advise the Duluth Police Department of those changes in writing.
- 18. The City of Duluth Police Department is an equal opportunity employer (EOE), and in accordance with applicable federal and state laws does not unlawfully discriminate on the basis of race, color, religion, national origin, disability, age, gender or any other legally protected status or classification.

It is the policy and practice of the City of Duluth Police to provide equal employment opportunity (EEO) for all applicants and employees. This EEO policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, assignment and other terms and conditions of employment.

The minimum age for all positions is 18 years of age. Under Georgia law, police officers and communications officers must be citizens of the United States. Georgia law, Georgia P.O.S.T. regulations and departmental policy requires that all applicants possess at time of employment a high school diploma. A certified copy of said high school diploma must be provided to the agency at the time of employment.

19. I understand that if I am employed by the department and any equipment is issued to me that I am responsible for that equipment. I understand that if I leave employment from the department I will return all equipment in good working order with 48 hours or I will reimburse the department at replacement costs for any lost or damaged equipment.

Applicant's Signature

Date