

# Officer Training Reimbursement Agreement

## OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT. made and entered this \_\_\_\_\_ day of January, 2012, by and between the City of North Liberty, a municipal corporation, 3 Quail Creek Circle, North Liberty, Iowa, 52317 (hereinafter "CITY") and Cody Jacobsen, DOB 04/15/1987, DL# 647XX7179 (hereinafter "EMPLOYEE").

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A POLICE OFFICER AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE CITY IN RETURN FOR THE TRAINING. THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE.

NOW, THEREFORE, THE CITY AND THE EMPLOYEE, FOR CONSIDERATION HEREIN SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

### 1. TRAINING OF THE EMPLOYEE

- A. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the total training expenses as defined and set forth below for the EMPLOYEE to attend the Iowa Law Enforcement Academy (The "Academy") or other Academy to achieve certification as an Iowa law enforcement officer as soon as the EMPLOYEE is accepted into the program.
1. Total training expenses ("Total Training Expenses") represents the **actual costs** incurred by the CITY for:
    - a. All wages (regular and overtime) paid to the EMPLOYEE while attending the Academy
    - b. Any overtime wages incurred by a field training officer for preparation or reporting of activities directly related to and specifically for the EMPLOYEE's training;
    - c. The cost of travel to and from the Academy;
    - d. All monies paid to the EMPLOYEE while studying for classes at the Academy on City time;
    - d. The EMPLOYEE'S mileage, food, lodging and tuition while attending the Academy;
    - e. All costs associated with replacing the EMPLOYEE while in training (1) if the replacement officer is a temporary employee hired for that purpose only, or (2) if the replacement of the EMPLOYEE requires the payment of overtime to one or more other officers; and
    - f. Any other costs incurred by the CITY relating to the training of the EMPLOYEE.

2. "Total Training Expenses" do not include any time spent by the EMPLOYEE performing services for the CITY, including dispatching, filing, patrol work, or other work assigned by the CITY.
  3. An estimate of Total Training Expenses is set forth in Exhibit "A" attached hereto and incorporated by this reference for the EMPLOYEE'S reference. Both parties hereto acknowledge and agree that Total Training Expenses shall be based on actual costs incurred by the CITY. Accordingly, upon the EMPLOYEE'S successful completion of training at the Academy and certification as a law enforcement officer, the CITY shall provide the EMPLOYEE with an itemization of Total Training Expenses incurred by the CITY hereunder for the EMPLOYEE'S files. This final accounting of actual Total Training Expenses shall be in essentially the same format as estimated costs are presented in Exhibit "A" of this Agreement.
- B. In the event the EMPLOYEE elects not to complete the Academy training program or does not otherwise successfully complete the Academy training program, the EMPLOYEE shall be released from employment with the CITY, and the EMPLOYEE shall reimburse the CITY for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section II below.

## **II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES**

- A. In consideration for the expenditures incurred by the CITY to train the EMPLOYEE as a police officer, the EMPLOYEE expressly agrees to serve as a full time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE graduates from the Academy and has met all other criteria needed to receive proper certification as a law enforcement officer (the "Reimbursement Period").
- B. If any of the following occurs during the Reimbursement Period:
1. The EMPLOYEE voluntarily resigns from the North Liberty Police Department; or
  2. The EMPLOYEE is dismissed during the probationary period established and set forth in the CITY'S formal offer of employment to the EMPLOYEE, dated January 3, 2012, (said probationary period to expressly include the training period hereunder); or
  3. The EMPLOYEE is properly terminated;

THEN the EMPLOYEE shall reimburse the CITY for Total Training Expenses under the terms of this AGREEMENT as set forth below:

<u>Years of Service Following Approved Training</u>	<u>Amount of Reimbursement</u>
0-1 year	100% of actual costs
1-2 years	75% of actual costs
2-3 years	50% of actual costs
3-4 years	25% of actual costs
More than 4 years	No reimbursement required

- C. In the event the EMPLOYEE is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal or termination, unless the EMPLOYEE contacts the City Finance Officer to make payment arrangements under the following terms:
1. The first payment shall be made thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the CITY has been reimbursed in full for Total Training Expenses hereunder.
  2. The minimum monthly payment shall be one hundred dollars (\$100.00).
  3. Interest shall commence from the date of resignation, dismissal or termination at the rate of six per cent (6%) per year, and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
  4. Until such time as the CITY has been reimbursed in full by the EMPLOYEE in accordance with the terms of this Agreement, the EMPLOYEE have an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.
- D. The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover Total Training Expenses hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.
- E. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. IN OTHER WORDS, WHILE THE CITY HAS THE DISCRETION TO DETERMINE WHETHER TO SEEK DECERTIFICATION OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, NO SUCH AFFIRMATIVE ELECTION OF ENFORCEMENT IS REQUIRED FOR**

**REIMBURSEMENT HEREUNDER. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**

- F. If the EMPLOYEE is dismissed for any reason other than those set forth in Section II(B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid Training Expenses incurred hereunder.
- G. If the EMPLOYEE is killed or permanently and totally disabled, as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

**III. DUTIES DURING TRAINING**

The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the North Liberty Police Department while attending the Academy training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the EMPLOYEE in attendance at the Academy training program and in service to the North Liberty Police Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the CITY.

**IV. BONA FIDE EMPLOYMENT**

The EMPLOYEE does hereby expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY. Accordingly, the EMPLOYEE does hereby further acknowledge that the EMPLOYEE is not entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" through the CITY for the Academy training program.

**V. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa. The parties hereto irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

**VI. HEADINGS**

The heading of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

**VII. SEVERABILITY**

If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the CITY or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the EMPLOYEE, the CITY or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

**VIII. AUTHORITY**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**IX. FINAL AGREEMENT**

Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of Total Training Expenses by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the EMPLOYEE and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**EXECUTION OF AGREEMENT**

Dated this \_\_\_\_\_ day of January, 2012.

**EMPLOYEE:**

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
Cody Jacobsen

\_\_\_\_\_  
Mayor Thomas A. Salm

Attest:

\_\_\_\_\_  
Jim Warkentin, Chief of Police

\_\_\_\_\_  
Tracey Mulcahey, City Clerk



**EXHIBIT A**

The following is an estimate of training costs for Cody Jacobsen for training at the Iowa Law Enforcement Academy (ILEA) from January 9, 2012, through April 13, 2012.

Regular pay and overtime pay related to training	
FTO Overtime directly related to training	\$4,939.20
Food while at ILEA	\$1,086.31
Mileage / Travel / Transportation	\$ ---
Tuition	\$5,000.00
Required testing and evaluations related to training	\$462.00
Required training supplies (athletic wear, 250 rounds duty ammunition, manuals, certification fees, etc.)	\$522.86
TOTAL	\$12,010.37

EMPLOYEE:

\_\_\_\_\_  
Cody Jacobsen

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jim Warkentin, Chief of Police

\_\_\_\_\_  
Date

NOTE: This is an estimate of Total Training Expenses for the EMPLOYEE'S reference. The Total Training Expenses shall be based on actual cost incurred by the CITY. Upon the EMPLOYEE'S successful completion of training at the Academy and certification as a law enforcement officer, the Police Chief will ensure that a record is kept of the actual costs. Upon execution of this agreement, the Police Chief shall complete the "TOTAL TRAINING EXPENSES" form, and this shall be the amount subject to reimbursement in accordance with and pursuant to the terms of this agreement.

Resolution No. 12-13

**RESOLUTION APPROVING THE OFFICER TRAINING REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND CODY JACOBSEN THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH POLICE OFFICER TRAINING WILL OCCUR.**

WHEREAS, the City of North Liberty and Cody Jacobsen have set forth the terms and conditions for the provision of police officer training in an agreement dated January 6, 2012, and

WHEREAS, said agreement delineates the repayment of training expenses that would be required should said officer leave the city's employ with specific terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the City of North Liberty, Iowa, that the Officer Training Reimbursement Agreement between the City of North Liberty and Cody Jacobsen is approved. The Mayor and City Clerk are hereby authorized and ordered to execute the agreement. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Thomas A. Salm, Mayor

ATTEST:

\_\_\_\_\_  
Tracey Mulcahey, City Clerk