

RESOLUTION 1802

A RESOLUTION ENTERING INTO AN OFFICER TRAINING REIMBURSEMENT AGREEMENT WITH ZACHARY MURDOCK

WHEREAS, the City of West Branch has hired Zachary Murdock as a Police Officer in West Branch; and

WHEREAS, the City Attorney has prepared an officer training reimbursement agreement which requires City approval from the City Council; and

WHEREAS, based on the terms of the training reimbursement agreement, the aforementioned officer will reimburse the City should he leave before four years of service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa approves the authorization of the aforementioned officer training reimbursement agreement be and the same is hereby approved by City Council of the City of West Branch. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 15th day of April, 2019.



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this 21st day of April, 2019, by and between the City of West Branch, Iowa, an Iowa municipal corporation, 110 N. Poplar Street, West Branch, Iowa (The "CITY") and Zack Murdock, DOB 11/4/1988, 573 N. 4th Street, West Branch, Iowa 52358 (the "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") as soon as the EMPLOYEE is accepted into the program. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training. Total training expenses ("Total Training Expenses") represents the actual amounts of:

- a. Any overtime incurred by a field training officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
- b. The cost of travel to and from the Iowa Law Enforcement Academy;
- c. Any monies paid to the EMPLOYEE for reimbursable expenses while studying for classes at the Iowa Law Enforcement Academy;
- d. The EMPLOYEE'S mileage, food, lodging and tuition while attending the Iowa Law Enforcement Academy;
- e. All costs associated with the replacing of an officer while in training, if the replacement officer is a temporary employee hired for that purpose only, or if the replacement requires the payment of overtime; 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 other 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, certification as a law enforcement officer, and successful completion of Field Training, the CITY shall provide the EMPLOYEE with an itemization of Total Training Expenses incurred by the CITY hereunder for the EMPLOYEE'S files, as set forth in Exhibit "B," which will be completed at the conclusion of the training and supplied to the employee. 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 West Branch Police Department; OR
2. The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (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:

Years of Service Following Approved Training	Amount of Reimbursement
0-1 years	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 within 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 three hundred dollars (\$300.00).
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 has an ongoing duty to notify the CITY of any change in

the EMPLOYEE'S place of residence. 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.

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.

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.

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.

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

A. The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the West Branch 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 West Branch 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

A. 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

A. 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

A. 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

A. 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.

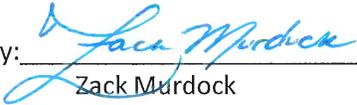
VIII. AUTHORITY

A. 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.

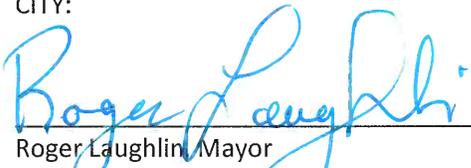
IX. FINAL AGREEMENT

A. 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.

EMPLOYEE:

By: 
Zack Murdock

CITY:


Roger Laughlin, Mayor

ATTEST:

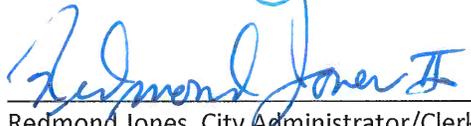

Redmond Jones, City Administrator/Clerk

EXHIBIT "A"

The following is an estimate of Training Costs for Zack Murdock for attendance and training at the Iowa Law Enforcement Academy:

Tuition	\$6,240.00
Meals fee	\$2,810.00
Uniform fees	\$ 225.00
Taser training	\$ 225.00

TOTAL REIMBURSABLE COSTS:	NOT TO EXCEED	\$9,500.00
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