

**CONTRACT FOR REIMBURSEMENT OF RECRUIT
POLICE OFFICER TRAINING EXPENSES**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the City of North Port, Florida, a municipal corporation (hereinafter referred to as the "City") and _____ (hereinafter referred to as "Employee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City offers reimbursement for State Certification tuition expenses for new City Police Officer employees who successfully complete the State of Florida Criminal Justice Academy during an employee's one-year probationary period; and

WHEREAS, the City and Employee desire to enter into this Agreement for the City to reimburse the Employee for said tuition expenses, subject to the terms and conditions of this Agreement; and

WHEREAS, Employee acknowledges that these expenditures are expected to be recaptured through services by Employee with the City Police Department and that the City will suffer substantial detriment if the Employee leaves employment prior to working thirty-six (36) months after the completion of the State of Florida Criminal Justice Academy training.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **City Expenditures.** The City agrees to expend such funds as the City deems necessary to reimburse new City Police Officer employees for formal criminal justice academy training through a certified state training center and certification by the State of Florida as a police officer that is completed during the Employee's one-year probationary period. The City shall have sole discretion to determine the amount of funds expended pursuant to this Agreement.
2. **Condition.** Employee acknowledges, understands and agrees that the City's expenditure of City funds pursuant to this Agreement is expressly conditioned upon the consideration of Employee's continued employment with the City Police Department for thirty-six (36) months after the completion of the criminal justice academy training. Employee understands and agrees that if Employee is separated from employment for any reason (voluntarily or involuntarily) during the period beginning on the date of employment and until thirty-six (36) months after the date of the completion of the criminal justice academy training, Employee will be subject to the reimbursement provision set forth in this Agreement.
3. **Reimbursement Obligation.** Except as prohibited by Florida law or unless otherwise agreed upon by the Parties in writing, Employee acknowledges, understands and agrees that if Employee is separated from employment for any reason (voluntarily or involuntarily) during the period beginning on the date of employment with the City and ending thirty-six (36) months after the completion of the criminal justice academy training, that Employee shall be required to reimburse the City the entire amount of City funds expended pursuant to this Agreement for formal criminal justice academy training through a certified state training center and certification by the State of Florida as a police officer, as set forth in Sections 4 and 5 herein (hereinafter "Reimbursement Obligation"). Employee further acknowledges, understands and agrees that the City shall withhold such reimbursement amount from the payment of any salary and accrued leave owed to Employee upon Employee's separation from City employment. If the reimbursement amount owed by Employee to the City is more than the amount payable to

Employee for any salary and accrued leave, Employee shall pay the City such remaining amount within thirty (30) days of separation from City employment. At the sole discretion of the City, the City may waive in part or in full Employee's reimbursement requirement when Employee is separated or terminated from employment, due to hardship or extenuating circumstances.

4. **Calculation of Reimbursement Obligation.** Employee's Reimbursement Obligation shall consist of the sum of all amounts expended by the City in connection with hiring and training Employee exclusive of salary and benefits. The estimated Reimbursement Obligation for hiring and training for police officer certification is as follows:

- a. The cost of Criminal Justice Academy Training \$_____;

It is expressly understood that the amount itemized above are estimates only. The actual Reimbursement Obligation may be adjusted based on actual costs incurred by the City.

5. **In-Service Training Course.** In addition to the amounts in Section 4 above, Employee agrees to reimburse the City for the costs incurred for additional, approved City in-service training courses attended, at City expense, by Employee and outlined in the City's Policy. The Reimbursement Obligation period for such courses shall be inclusive of the thirty-six (36) months referenced and outlined in Section 1 of this Agreement.
6. **Attorney Fees Accrued in Collecting Reimbursement Obligation.** Employee agrees that in the event the City incurs attorney fees or other costs of collection to collect any delinquent sums due pursuant to this Agreement, Employee shall pay such fees and expenses, in addition to any other sum due hereunder.
7. **No Guarantee as to Employment.** Nothing contained herein shall be construed to guarantee Employee any particular term of employment, or to create any property right in Employee for any particular position or term of employment with the City.
8. **Employee May Review Agreement Before Signing.** Employee acknowledges that Employee has the right to have this Agreement examined by an attorney at Employee's own option and expense. Employee has the right to discuss the terms of this Agreement with an attorney prior to signing this Agreement.
9. **Employee Understands Agreement Is Limited to Its Terms.** Employee understands and agrees that this Agreement is limited to its terms and represents the entire agreement between Employee and the City. Nothing herein shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee in accordance with existing administrative policies.
10. **Governing Law and Venue.** This Agreement shall be deemed to have been executed, delivered and performed in the State of Florida and it shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state courts shall be in Sarasota County. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in North Port or Sarasota County, in which case the action shall be brought in that division.
11. **Severability.** If any clause, paragraph, section or other part or application of this Agreement shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such clause, paragraph,

section or other part or application shall not affect the validity of the remaining portions which shall remain in full force and effect.

12. **Amendment.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties.

IMPORTANT – READ BEFORE SIGNING

This is a legally binding Agreement. By executing this Agreement, Employee acknowledges that Employee has read and understands this Agreement; that Employee has been advised of Employee's right to consult an attorney before signing; and that the execution of this Agreement is a condition of being employed by the City of North Port, Florida.

EMPLOYEE

Signature

Date

Print Name

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2017, by _____, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

CITY OF NORTH PORT, FLORIDA

Peter D. Lear, CPA, CGMA, City Manager

Date

Attest:

Approved as to Form and Correctness:

Patsy C. Adkins, MMC, City Clerk

Amber L. Slayton, City Attorney