



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: August 25, 2016	Department: Human Resources/Police Dept.
Meeting Date: September 6, 2016	Department Head: Cari Kragovich/Chris Steffen
	Presenter: Kragovich/Clevenger/Steffen

**Subject:**

*Approval of a standardized Employment Contract format for Police Department new hires.*

**Background/Alternatives:**

*With the decline in revenue over the last several years, the City of Green River is keenly aware of the need to protect our investment in training and equipment new officers. The City invests a significant number of hours for our Detectives in conducting the extensive background investigation, costs associated with the background investigation and other employment screenings, wages and associated travel expenses for the employee while attended the Wyoming Law Enforcement Academy, and the cost of equipment and uniforms. Unfortunately, we have nothing in place to recoup at least some of the costs we incur preparing the new Police Officer recruit for the position, yet the employee leaves our agency having received the P.O.S.T. certification at the City's expense that will allow him/her to work at other law enforcement agencies in WY. The purpose of this employment agreement is to provide some recourse for the City to recoup a portion of the costs associated with training and equipping a new officer that voluntarily leaves the GRPD prior to fulfilling a 36 month employment commitment.*

**Attachments:**

*Green River Police Department Employment Agreement*

**Fiscal Impact:**

*Allows the City legal recourse to recoup a portion of the costs associated with hiring, training and equipment a new hire Police Officer with the GRPD.*

**Staff Impact:**

*Minimal*

**Legal Review:**

*Employment Law Legal Review completed by Tom Thompson of MacPherson, Kelly & Thompson on August 17, 2016. Contract also sent to City Attorney Galen West for review on August 23, 2016.*

**GREEN RIVER POLICE DEPARTMENT**  
**EMPLOYMENT AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Green River (City), and \_\_\_\_\_, (Applicant) applicant for the position of Police Officer, and is executed by the parties on the date above written:

**WHEREAS**, the Applicant acknowledges that the City of Green River will incur substantial expenses in the process of pre-employment screening, Wyoming P.O.S.T training and certification, and equipping the Applicant to be a Police Officer and in replacing the Applicant should Applicant leave employment with the City before the completion of no less than a thirty-six (36) month period; and,

**WHEREAS**, it is acknowledged by the Applicant that the expenses of training and equipping a Police Officer include uniforms and other items including monetary payments not otherwise reimbursed to the City; and,

**WHEREAS**, the Applicant acknowledges that in the event that Applicant leaves employment prior to a period of no less than thirty-six (36) months, the City will suffer substantial and irreparable harm.

NOW THEREFORE, IN SUPPORT OF MUTUAL CONSIDERATION, THE EXCHANGE OF WHICH IS HEREBY ACKNOWLEDGED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Reimbursement Obligation.** Applicant, for and in consideration of the City's agreement to provide Applicant with equipment, uniforms, training, and other substantial benefits incidental to preparation of the Applicant for employment as a Police Officer for the City of Green River does hereby agree that in the event Applicant's employment with the City ceases, due to any cause other than "termination" as defined in Section 3 below,

within thirty-six (36) months following Applicant's date of hire, Applicant will reimburse the City for expenses and damages incurred. Said damages and expenses are more specifically defined in Paragraph 4 of this Pre-Employment Agreement.

2. **Term of Agreement.** This Agreement is effective upon execution by both parties and will terminate either thirty-six (36) months after the Applicant's continuous full-time employment as a Police Officer, beginning with the Applicant's date of hire, or upon the Applicant's final payment of all expenses, costs, fees and delinquent sums owing to or collected by the City under this Agreement, whichever occurs first.

3. **Termination.** Termination shall mean any discontinuance of the Applicant's employment initiated by the City and shall include discontinuance of employment due to injury or illness resulting in the Applicant's inability, for a period of six (6) or more months, to perform the normal duties of the position held by the Applicant at the time of said injury or illness.

4. **Calculation of Reimbursement Obligation and Liquidated Damages.** The Applicant's reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with the pre-employment screening, training and equipping of Applicant, and shall include but not be limited to the following:

- a. Costs associated with background and other entrance check examinations and expenses in the amount of \$1,800.00.
- b. Costs incurred by the City associated with applicant's travel, wages and incidental expenses with attending the Wyoming Law Enforcement Academy for P.O.S.T. certification in the amount of \$2,250.00.

It is further agreed that, in the event Applicant leaves employment with the City, other than by Termination as defined in Paragraph 3, prior to the expiration of the thirty-six (36) month period, the City will suffer irreparable harm. Because the parties to this Agreement acknowledge the difficulty of specific determination of the City's exact damages, they agree that in the event the Applicant leaves employment with the city, other than by termination, the sum of \$4,050.00 shall be due and owing from the Applicant to the City as liquidated damages. Subject only to a reduction based upon credit for continuous employment as set forth in Section 5 of this Agreement.

5. **Credit for Continuous Employment.** The City will give credit for continuous employment rendered against the Applicant's reimbursement obligation and liquidated damages on the following conditions:

a. At the completion of one (1) year of continuous police service from the Applicant's date of hire with the City after successful completion of all training, the costs identified in Paragraph 4 shall be reduced by one-third (1/3).

b. In the event that the employee leaves the City's employment at any time after the one (1) year of continuous police service and prior to the end of thirty-six (36) months for any reason not caused or brought about by the City, the Applicant's liquidated damages will be reduced at a rate of \$112.50 for each month of service.

6. **Terms of Repayment.** Complete payment of the reimbursement obligation and the liquidated damages shall be made by the Applicant within thirty (30) days of the Applicant's leaving employment with the City. The Applicant agrees that, in the event any monies are due and owing by Applicant to the City under this Agreement, the City is

expressly authorized to withhold said sums from Applicant's final paycheck and apply them directly to the reduction of the reimbursement obligation and liquidated damages owing under this Agreement.

The Applicant further agrees that in the event the City incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to, or challenges to, this Agreement, the Applicant will pay such fees and costs, including a reasonable attorney's fees in addition to the other expenses and/or liquidated damages which may be due and owing.

7. **Acknowledgment of Receipt/Waiver of Right to Independent Advice.** By executing this document, Applicant acknowledges that he/she has had the opportunity to have this document examined by an attorney of his/her choice, and to discuss its terms with said attorney prior to its execution.

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Chris Steffen, Chief of Police Date

State of \_\_\_\_\_

County of \_\_\_\_\_

This Employment Agreement signed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_ and \_\_\_\_\_  
Applicant Chief of Police

\_\_\_\_\_  
Signature of Notary Public

(seal)

My Commission Expires: \_\_\_\_\_.