

NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



Chris Brandes
Public Safety Director
Chief of Police

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this 14th day of October, 2024, by and between the City of Nevada, a municipal corporation, 1209 6th Street, Nevada, Iowa, 50201-0530 (the "CITY") and Joseph Glenn Meyer, the "EMPLOYEE").

The intent of this agreement is to provide for the training of the EMPLOYEE as a police officer and Emergency Medical Technician and to specify the consideration the EMPLOYEE will provide 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 in the EMPLOYEE. The relationship between the CITY and the EMPLOYEE is strictly an "at will" employment relationship.

Now, therefore, the CITY and the EMPLOYEE, for consideration herein set forth, do mutually agree as follows:

1. TRAINING OF THE EMPLOYEE

A. Iowa Law Enforcement Academy. 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.

1. Total training expenses for the Academy represent the actual costs incurred by the CITY for:
 - 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, tuition, books, and required materials and uniforms 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;
 - f. All costs of testing, screening, and evaluating the Employee; and
 - g. Any other costs or fees 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. For the EMPLOYEE'S reference, an estimate of total training expenses is set forth in Exhibit "A" attached hereto and incorporated by this 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, successful completion of field training, and certification as an Emergency Medical Technician {As detailed in Section B below}, the CITY shall provide the EMPLOYEE with an itemization of total training expenses incurred by the CITY for the EMPLOYEE'S files. The final accounting of actual total training expenses shall be substantially in the same format as estimated costs are set forth in Exhibit "A" of this Agreement.

- B. **Emergency Medical Technician Course.** 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 an Emergency Medical Technician {EMT} Course. The program or course for the EMT Certification shall be a Nationally Recognized course of training and an approved course by the CITY. The EMT program or course will be schedule by the CITY and the EMPLOYEE will be required to attend. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training. The EMPLOYEE is required to complete the Emergency Medical Technician {EMT} Course with a passing score, and complete all tests, licensing, and certification, within one (1) year from the first day of the Emergency Medical Technician {EMT} Course. Should the EMPLOYEE fail to meet the requirements as stated, the EMPLOYEE is subject to termination.

Total training expenses for the EMT Course represent the **actual costs** incurred by the CITY for:

- 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 EMT Class;
- c. Any monies paid to the EMPLOYEE for reimbursable expenses while studying for EMT classes;
- d. The EMPLOYEE'S mileage, food, lodging, tuition, books, and required materials while attending the EMT Class;
- e. Any monies paid on the behalf of the EMPLOYEE for testing and certification involved with the National Registry of Emergency Medical Technician {NREMT} Exam; and
- f. Any other costs incurred by the CITY relating to the training of the EMPLOYEE.

2. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

- A. In consideration for the expenditures incurred by the CITY to train the EMPLOYEE as a police officer and EMT pursuant to Sections 1(A) and 1(B) above, the EMPLOYEE expressly agrees to be employed 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 and EMT (the "Reimbursement Period").
- B. If any of the following events occur during the Reimbursement Period:
 1. The EMPLOYEE voluntarily resigns from the Nevada Public Safety Department;

2. The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (the probationary period to expressly include the training period hereunder); or
3. The EMPLOYEE is terminated;

THEN the EMPLOYEE shall reimburse the CITY for total training expenses under the terms of this AGREEMENT as set forth below:

- i. Reimbursement of Academy costs incurred pursuant to Section 1(A) above:

<u>Years of Service Following Certification as a Law Enforcement Officer</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
4+ years	No reimbursement required

- ii. Reimbursement of EMT costs incurred pursuant to Section 1(B) above:

<u>Years of Service Following EMT Certification</u>	<u>Amount of Reimbursement</u>
0-2 year	100% of actual costs
2-3 years	50% of actual costs
3+ years	No reimbursement required

- C. In the event the EMPLOYEE is required to make reimbursement hereunder, one hundred per cent (100%) of the total reimbursement is due within six months (6) from the date of resignation, dismissal or termination.

1. Until such time as the EMPLOYEE in accordance with the terms of this Agreement has reimbursed the CITY in full, the EMPLOYEE has an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence and current 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 or employment. The CITY reserves the right to declare the entire balance due and owing immediately in the event the EMPLOYEE fails to comply with this requirement.

- 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 2 (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.

3. DUTIES DURING TRAINING

The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the Nevada Public Safety Department while attending the Iowa Law Enforcement Academy Basic School, 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 Iowa Law Enforcement Academy Basic School and in service to the Nevada Public Safety Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the CITY.

4. BONA FIDE EMPLOYMENT

The EMPLOYEE does 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 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 Iowa Law Enforcement Academy Basic School.

5. CONTROLLING LAW

This Agreement shall be governed by the laws of the State of Iowa. The parties hereto agree any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the Iowa District Court in and for Story 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 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.

6. 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.

7. SEVERABILITY

If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the CITY or a particular circumstance is declared unconstitutional, invalid or unenforceable to any extent, the remainder of the 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 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.

8. 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.

9. FINAL AGREEMENT

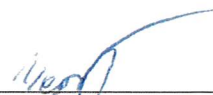
Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of "total training expenses" by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from 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.

10. ENFORCEMENT

If it becomes necessary for the CITY to enforce this contract, EMPLOYEE agrees to pay all costs and expenses incurred by the CITY, including reasonable attorneys' fees.

Dated this 14th day of October, 2024.

EMPLOYEE:



Name: Meyer Joseph G

Attest:



Chris Brandes
Public Safety Director
Chief of Police

Kerin Wright
City Clerk

CITY OF NEVADA:

Brett H Barker
Mayor

Attest:

Jordan Cook
City Administrator



NEVADA PUBLIC SAFETY DEPARTMENT

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Chris Brandes
Public Safety Director
Chief of Police

Dated: Monday, October 14, 2024

Exhibit A for Joseph Glenn Meyer

<u>Item:</u>	<u>Payment Amount:</u>
Tuition	
Basic Level I Training Academy	\$3,200.00
Taser Certification	\$225.00
PIT Certification	\$225.00
Rolling Roadblock	\$100.00
Meals	
Hy-Vee Breakfast, Lunch, Dinner	\$2,596.84
Clothing	
PT and DT Gear/Clothing	\$230.00
Bullet Resistant Vest	\$925.00 (approximately)
Uniform and Duty Gear	\$2,000.00 (approximately)
Ammunition	
250 Rounds of Duty Ammunition	\$140.00 (approximately)
Paid Time	
Gross Wage*	\$12,672.00 (\$27.05/hr – 7.25/hr @ 640 hours)

**This figure is hourly rate of pay for 16 week academy training minus federal minimum wage*

Total Training Expenses:** **\$22,313.84**

****COST SHALL NOT EXCEED \$12,000 TOTAL**

Total Reimbursable Expenses:

Per Employment Contract, the Reimbursable Expenses is reduced 25% on the anniversary date of the employee – Highlighted amount is what is now due:

Anniversary Date:	Year 0-1:	\$12,000	100% of Actual Costs
	Year 1-2:	\$9,000	75% of Actual Costs
	Year 2-3:	\$6,000	50% of Actual Costs
	Year 3-4:	\$3,000	25% of Actual Costs
	Year 4+:	-0-	No Reimbursement Required