

**CITY OF ALTAMONT BINDING AGREEMENT FOR REIMBURSEMENT  
OF HIRING AND TRAINING EXPENSES**

WHEREAS, the Applicant identified below acknowledges that the Altamont Police Department (APD) will incur substantial expenses in the process of training the undersigned to be a commissioned police officer; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the Applicant with the police force after completion of said training, and that the APD will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two (2) years following completion of all required training, including the field training period.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

WITNESSETH

1. Reimbursement Obligation.

I, \_\_\_\_\_, "the APPLICANT". In consideration of the agreement by the Altamont Police Department, hereinafter "the department", to provide me with formal police training through the State of Kansas Law Enforcement Training Center (KLETC) police academy (unless I am already a certified police officer), to be followed upon successful completion thereof, by additional schools, training programs and in-service training (as time and budget restraints allow) under the supervision of experienced police officials, trainers and officers, do hereby agree that in the event my employment with the department ceases due to any cause other than "termination" (as defined below) within twenty-four (24) months from commencement of full-time service as a police officer and the successful completion of academy training and field training period, I will reimburse the City for all expenses and employment costs incurred in connection with my hiring and/or training.

2. Definition of "Termination". "Termination" as used in the agreement shall mean any discontinuance of the Applicant's employment, initiated by the Department, and shall also include discontinuance of employment due to injury or illness resulting in the Applicant's permanent inability to perform the normal duties of the position held by the Applicant at the time of commencement of such injury or illness. An appointment may also be terminated without cause while on probationary status regardless of the terms of this contract without penalty of repayment to the City.

3. Calculation of Reimbursement Obligation. The reimbursement obligation shall consist of the sum of all amounts expended by the Department in connection with hiring and training the applicant, including but not limited to the following:

3.1 Cost of background investigation and other entrance checks, tests, and exam expenses which, due to the difficulty of estimation and actual computation are agreed to be One-Thousand dollars (\$1,000.00).

3.2 Purchase of uniforms and equipment: One thousand dollars (\$1,000.00).

3.3 Cost of Police Academy training that covers 560 hours including, but not limited to, the cost of hiring replacement officers in the approximate amount of Eight thousand five hundred (\$8,500) dollars in total compensation. Lateral hire officers who are certified by the Kansas Commission on Peace Officer Standards and Training (CPOST) are exempt from this section.

3.4 In the case of an Officer who is required to attend a 40-hour Reciprocity Academy the Academy training is reduced to a minimum of two thousand (\$2,000) dollars.

It is agreed that the amounts itemized above for a recruit officer (other than the stipulated amount of expenses of paragraph 3.1-background investigation, and paragraph 3.4-additional training) are estimates only. The base estimated reimbursement obligation is estimated to be twenty-Five thousand dollars (\$25,000). In the case of a lateral officer attending a Reciprocity Academy or as a Lateral (experienced Kansas Police Officer), the base estimated reimbursement obligation is estimated to be Twelve thousand dollars (\$12,000). I agree that my actual reimbursement obligation will be determined by the Department based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through a reasonable effort. Total costs shall not be less than the estimated amounts listed above. Total costs shall not be reduced due to any possible training expenses reimbursement from the State or other sources.

4. Credit for Continuation Employment. Credit for service rendered will be given against the reimbursement obligation at a rate of one-twenty-fourth (1/24th) of the total reimbursement obligation for each calendar month of continuous full-time employment subsequent to the successful completion of the basic academy and field training period. Any absence from work due to illness, injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given. In the event the Applicant attends, but does not successfully complete said academy, no credit shall be given from the period worked between the two training periods if a second opportunity to attend the academy is provided the Applicant. Applicant will, whether the Applicant successfully completes the academy or field training, reimburse the City for all costs as defined herein for attending each academy.

5. TERMS OF REPAYMENT. Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment in monthly installments of no less than one-twenty-fourth (1/24th) of the total reimbursement obligation, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable and upon default, interest shall accrue at the rate of twelve percent (12%) per annum until paid. The applicant/officer further agrees that in the event the Department incurs legal fees or other costs of collection to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay reasonable attorney's fees and costs in addition the portion of the reimbursement obligation then due. The City may waive partial or full repayment if such is determined to be in the best interest of the City.

6. Venue. The venue for any suit arising from this contract shall be in Labette County, State of Kansas.

7. Severability. In case any term of this contract shall be determined to be invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of the Agreement shall not, in any way be affected thereby.

6. Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. I understand that I have the right to have this document examined by an Attorney of my choosing and at my expense, and to discuss its terms with my attorney prior to signing it. I have chosen to proceed as indicated below:

Initial one of the lines below as applicable:

Applicant, initials in one of the boxes as applicable:

/\_\_\_\_\_/ I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/\_\_\_\_\_/ I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below. (If you initial the line preceding this paragraph, have your attorney also sign this agreement).

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney Printed Name

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police Printed Name

\_\_\_\_\_  
Chief of Police Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator Printed Name

\_\_\_\_\_  
City Administer Signature

\_\_\_\_\_  
Date