

Whereupon, Council member Lorenzen moved that the following resolution be adopted:

**RESOLUTION NO. 2024-08**

**RESOLUTION AUTHORIZING A LAW ENFORCEMENT TRAINING REIMBURSEMENT AGREEMENT**

WHEREAS, the City Council of the City of Eagle Grove now wish to enter into the attached Law Enforcement Training Reimbursement Agreements (AGREEMENTS) with FRANCISCO ALEJO, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA:

SECTION 1. That the City Council of the City of Eagle Grove hereby authorizes the Mayor and City Administrator to execute the attached AGREEMENT

The motion was seconded by Council member Limerick and after due consideration thereof, the roll was called, and the following Council members voted:

Ayes: Vandewater, Pamparin, Artell, Lorenzen, Limerick

Nays: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly passed and adopted this 8<sup>th</sup> day of January, 2024.

ATTEST:

Bryce Davis  
Bryce Davis, City Administrator/Clerk

Michael Boyd  
Michael Boyd, Mayor

## LAW ENFORCEMENT TRAINING REIMBURSEMENT AGREEMENT

This agreement is entered into by the City of Eagle Grove, Iowa hereinafter referred to as "City" and FRANCISCO D. ALEJO, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF FRANCISCO D. ALEJO AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT FRANCISCO D. ALEJO PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT, WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON FRANCISCO D. ALEJO.

1. **Training.** The City and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy is scheduled to begin on *JANUARY 03, 2024*. The City shall pay the Employee's "total training expenses" as hereafter defined in paragraph 9, provided that Employee shall be required to document by signed and dated time sheets all time spent in training sessions or training related activities (travel to and from training site; studying for training courses), and shall be required to document by signed and dated claim forms all expenses incurred in connection with such training (mileage, meals, etc.). Employee shall be required to submit such timesheets and claim forms to the City within *FIFTEEN (15) DAYS* of any time worked or expenses incurred by Employee.
2. **Work Required.** Employee may, at City's option, be required to work for the *CITY OF EAGLE GROVE* Police Department while attending the 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 Employee in attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.
3. **Probationary Period.** Employee shall have a probationary period consistent with the city code and state law.
4. **Post Training Work.** Employee shall serve as a full-time police officer of the City after graduation from the Iowa Law Enforcement Academy and meeting all criteria needed to receive proper certification.
5. **Work Duration Required.** In consideration of the City's payment of Employee's "total training expenses" as hereafter defined, Employee agrees to work for the City as a police officer for at least *FOUR YEARS* from the date when the Employee graduates from the Iowa Law Enforcement Academy and has met all criteria needed to receive certification.
6. **Failure to Complete Training – Reimbursement.** In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for one hundred percent (100%) of the "total training expenses" which the City has incurred to that date in accordance with the terms set forth in paragraph 12.
7. **Voluntary Resignation – Reimbursement.** In the event the Employee voluntarily resigns from the *CITY OF EAGLE GROVE* Police Department without having served as a certified police officer for at least *FOUR YEARS*, the Employee shall reimburse the City for total training expenses incurred per the following Schedule:

The amount of reimbursement shall be determined as follows:

- i. If a law enforcement officer resigns less than one year following completion of approved training, one hundred percent (100%) of the total training expenses.
- ii. If a law enforcement officer resigns one year or more but less than two years after completion of approved training, seventy-five percent (75%) of the total training expenses.
- iii. If a law enforcement officer resigns after two years or more but less than three years after completion of the approved training, fifty percent (50%) of the total training expenses.
- iv. If a law enforcement officer resigns after three years or more but less than four years after completion of the approved training, twenty-five percent (25%) of the total training expenses.

8. **Dismissal from Employment – Reimbursement.** If the Employee is dismissed during the probationary period, or is dismissed for cause before serving as a certified officer for at least *FOUR YEARS*, the Employee shall reimburse the City for one hundred percent (100%) of the total training expenses incurred. If the Employee is dismissed from employment without cause, due for instance to a reduction in force by the City, the Employee shall not be required to reimburse the City for any training expenses.
9. **Completion of Required Service.** If Employee completes *FOUR YEARS* of service with the City as a certified police officer, the Employee shall be relieved of all obligation to reimburse the City for training expenses under this Agreement.
10. **Total Training Expenses.** The Employee agrees that the following enumerated expenses that are incurred by the City, or that are incurred by the Employee and reimbursed by the City, during the Employee's training period shall constitute the "total training expenses" subject to Employee reimbursement under this Agreement:
  - a. the City's expense of the Employee's paid salary for attending the Academy, traveling to and from the Academy and studying for Academy classes;
  - b. the City's expenditures in reimbursing the Employee for the Employee's mileage, food and lodging while attending the Academy;
  - c. the City's expenditures for tuition and fees paid to the Iowa Law Enforcement Academy on behalf of the Employee; and
  - d. the City's expense of paying or reimbursing the Employee's clothing vendor costs and uniform/equipment costs.

The Employee will not be responsible for reimbursing the City for any wages paid to Employee for performing services such as dispatching, filing, patrol work or other work assigned by the City.

An estimate of the costs of the "total training expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.

11. **Limitation of Employee's Reimbursement Obligation – FLSA.** Employer and City agree that the this Agreement is subject to the provisions of the Federal Fair Labor Standards Act ("the Act") and that Employee's reimbursement obligation under this Agreement is limited, such that Employee must be paid the minimum hourly wage as required by the Act for all hours during which the Employee is engaged in training activities, including attendance at training sessions, travel time to and from training sessions and studying for such training, as such time is documented to the City in signed and dated timesheets provided by Employee as provided in paragraph one hereof. The minimum wage for all such hours worked and documented as required shall be deducted from any reimbursement payment amount calculated under this Agreement.
12. **Training Reimbursement Payment Schedule.** Payment of training expenses owed to the City by Employee under this Agreement shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum monthly payment	\$100
Annual Percentage Rate	6%

The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the Employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

13. **Death of Employee.** If during the Employee's period of employment with the City the Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, or dies of any cause not related to Employee's work for the City, Employee or Employee's estate shall be relieved of all obligation to reimburse the City for training expenses under this Agreement.

14. **Amendment or Cancellation.** This agreement may be amended or canceled only upon agreement of both the City and the Employee, made in writing and signed by both parties.
15. **Employee Residence.** Employee shall notify City of the Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
16. **Decertification.** If reimbursement is not made in accordance with this Agreement, the Employee understands that the city may at its option seek Employee's decertification as an Iowa law enforcement officer. By execution of this Agreement, Employee shall be deemed to have consented to such decertification, unless the Employee initiates legal proceedings to contest any adverse employment action which triggers the reimbursement obligation, or to contest the required reimbursement amount calculated by the City, such proceedings to be initiated within 30 days of the City's demand for reimbursement.
17. **Purpose of Agreement.** This agreement is for the purposes of bona fide employment and not for the purposes of achieving certification for the officer by way of "sponsorship" through the academy.
18. **Severability.** In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, and they shall remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF EAGLE GROVE, IOWA

By:   
MICHAEL BOYD, MAYOR

  
FRANCISCO D. ALEJO, EMPLOYEE

ATTEST:   
BRYCE DAVIS, CITY CLERK