

**CITY OF COSMOPOLIS
POLICE DEPARTMENT**

RECRUITMENT SIGNING BONUS REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____ 2023 by and between the **POLICE DEPARTMENT OF THE CITY OF COSMOPOLIS**, Grays Harbor County, Washington, ("City") and _____ ("Officer").

RECITALS

City has made a conditional offer to employ Officer as an experienced lateral police officer with the Cosmopolis Police Department. In consideration for Officer's existing training and experience, **City will tender a recruitment signing bonus to Officer of 106.15 hours of vacation and 35.38 hours of sick to be added to the Officer's first regular paycheck after successfully completing the department's Field Training and Evaluation Program to assume solo patrol status. This offer is in lieu of a \$5,000 signing bonus.** Officer intends to accept said offer of employment and the associated recruitment signing bonus upon successful completion of field training as noted above.

City understands that Officer has expended extensive personal and career time to facilitate the required training and education of Officer, as well as certain past out-of-pocket expenses of the Officer to furnish personal uniforms, materials and equipment.

Officer acknowledges that City will provide the aforelisted recruitment signing bonus in consideration and remuneration for said prior training, education and expenses that Officer has incurred to become a Certified Peace Officer eligible for this position as a lateral police officer for the City.

In consideration of the above,

THEREFORE, the parties agree as follows:

1. Officer shall agree to remain employed full-time as a police officer for the City of Cosmopolis Police Department for a period of at least thirty-six (36) months;
2. In the event that Officer shall fail to remain employed full-time as a police officer for the City of Cosmopolis for the above specified time period, *except in the case of death or disability of the Officer*, Officer agrees that he/she will *on demand* of the City reimburse the City of Cosmopolis for the afore listed recruitment signing bonus, and:

A. Costs incurred to City for the hiring process, including the costs of the background examination, polygraph examinations, psychological examinations, and/or medical examinations;

B. Officer's training and education obtained while at City;

C. The City furnishing to Officer of uniforms, clothing, and equipment; and

D. Any other expenditures made by the City of Cosmopolis on behalf of Officer during training, including wages, salary and benefits paid by City during field training up to the end of the first year of employment with the City of Cosmopolis.

3. The reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with hiring and training the Officer, including, but not limited to the above. Officer agrees that the actual reimbursement obligation will be determined by the City based upon actual expenditures and/or reasonable estimates thereof in the event that actual expenditures cannot be documented through a reasonable effort.

4. Credit for services rendered will be given against the reimbursement obligation in this contract as follows:

A. In the event that Officer shall fail to remain employed full-time as a police officer for the City for at least twelve (12) months, his or her reimbursement obligation shall consist of 100% of the sum of all amounts expended by the City of Cosmopolis in connection with hiring/ training the Officer, as well as the aforelisted recruitment signing bonus, as set forth above;

B. In the event that Officer shall fail to remain employed full-time as a police officer for the City for at least twenty-four (24) months, his or her reimbursement obligation shall consist of two-thirds (2/3) of the sum of all amounts expended by the City of COSMOPOLIS in connection with hiring/ training the Officer, as well as the aforelisted recruitment signing bonus, as set forth above;

C. In the event that Officer shall fail to remain employed full-time as a police officer for the City for at least thirty-six (36) months, his or her reimbursement obligation shall consist of one-third (1/3) of the sum of all amounts expended by the City of Cosmopolis in connection with hiring/ training the Officer, as well as the aforelisted recruitment signing bonus, as set forth above;

D. Officer shall be given credit for any uniforms, equipment, etc, which is returned to the City of Cosmopolis in a useable condition.

5. This agreement in no way obligates the City to continue to employ Officer for the above specified period, and should the City decide to terminate Officer at any time, said

termination shall be governed by the Civil Service Rules of the City of Cosmopolis, any applicable collective bargaining agreement, and the laws of the State of Washington.

6. In the event that Officer fails to reimburse City for the costs of training and other costs specified above upon demand of City as provided for in this agreement, City may bring civil action against Officer in a court of competent jurisdiction in Grays Harbor County, Washington, and the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

7. This agreement shall become effective upon the acceptance by Officer of the conditional offer of employment made by the City of Cosmopolis.

CITY OF COSMOPOLIS

Kyle Pauley – Mayor

ATTEST:

Julie Pope – City Clerk

OFFICER

(Signature)