

ORDINANCE 71473

BOARD BILL NUMBER 195 INTRODUCED BY: ALDERMAN BRANDON BOSLEY/ALDERMAN BRET NARAYAN/ALDERWOMAN MARLENE DAVIS/ALDERWOMAN CAROL HOWARD/ ALDERWOMAN CARA SPENCER/ALDERWOMAN PAM BOYD/ ALDERMAN BRANDON BOSLEY/ ALDERMAN JOHN COLLINS-MUHAMMAD/ALDERMAN THOMAS OLDENBURG/ALDERWOMAN SHAMEEM CLARK-HUBBARD/ ALDERMAN JAMES PAGE/ ALDERMAN JOSEPH VACCARO/ ALDERMAN DAN GUENTHER

1 An ordinance authorizing the Director of the Department of Public Safety or the Police
2 Commissioner to enter into, execute, and administer on behalf of the City agreements in
3 substantially the form attached as **Exhibit A** hereto regarding reimbursement of the City for the
4 cost of training for law enforcement trainees who do not accept law enforcement positions with
5 the City or who leave their City law enforcement positions in a short period of time; and containing
6 a severability clause and an emergency clause.

7 **WHEREAS**, the City invests significant funds in training recruits for law enforcement positions
8 through the St. Louis Police Academy (the “Academy”); and

9 **WHEREAS**, the City seeks to ensure that its investment in law enforcement trainees is for the
10 benefit of the City’s law enforcement and not for other jurisdictions who hire Academy trainees
11 shortly after such training or City law enforcement officers who leave for other jurisdictions before
12 becoming commissioned officers with the City or within a short period after accepting a
13 commission as a law enforcement officer of the City; and

14 **WHEREAS**, the City seeks to enter into binding and consistent agreements with Academy
15 trainees to protect the City’s investment in training at the Academy.

16 **BE IT SO ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

1 **SECTION ONE.** The Director of the Department of Public Safety and the Police Commissioner,
2 or either of them, hereby is authorized to accept, enter into, and execute on behalf of the City
3 agreements in substantially the form in **Exhibit A** hereto between the City and law enforcement
4 trainees receiving training at the St. Louis Police Academy. All such agreements shall comply
5 with general Charter and City Code requirements governing contracts and other applicable laws.

6 **SECTION TWO.** The sections or provisions of this Ordinance or portions thereof shall be
7 severable. In the event that any section or provision of this Ordinance or portion thereof is held
8 invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining
9 sections or provisions of this Ordinance unless the court finds the valid sections or provisions of
10 this Ordinance are so essentially and inseparably connected with, and so dependent upon, the
11 illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the
12 Board of Aldermen would have enacted the valid sections or provisions without the illegal,
13 unconstitutional or ineffective sections or provisions; or unless the court finds that the valid
14 sections or provisions, standing alone, are incomplete and incapable of being executed in
15 accordance with the legislative intent.

16 **SECTION THREE.** This being an ordinance for the preservation of public peace, health, or
17 safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of
18 the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

CITY OF ST. LOUIS
RECRUIT TRAINING AGREEMENT

THIS AGREEMENT, made and entered into on the date set forth below (the “Agreement”), is between the City of St. Louis (the “City”), and _____ (the “Trainee”), hereinafter collectively referred to as the “Parties.”

WHEREAS, the City has accepted the Trainee as a Police Officer (Trainee) and intends to employ him/her as a commissioned police officer upon successful completion of the St. Louis Police Academy (the “Academy”); and

WHEREAS, Missouri law requires that the Trainee meet certain minimum training requirements in order to be qualified to perform the duties of a commissioned police officer in the City;

IT IS THEREFORE AGREED THAT:

1. The Trainee acknowledges that the City will pay all costs and expenses related to the Trainee’s attendance at the Academy. The Trainee acknowledges further that he/she will be paid as a Police Officer (Trainee) during the approximately twenty-eight (28) week training period at the Academy.
2. The cost to the City associated with the Trainee’s attendance at the Academy, including but not limited to the Trainee’s salary and benefits, as well as any applicable fees, tuition, and training materials, shall not exceed \$36,983 (the “Tuition”).
3. In exchange for the benefit of receiving training at the Academy at no cost and for having all other costs and expenses related to the Trainee’s attendance at the Academy paid for by the City, the Trainee hereby agrees that if he/she resigns or is terminated as an employee of the City at any time within the forty-eight (48) months after the beginning of his/her training at the Academy and should accept employment within twelve (12) months from the date of such resignation or termination with any other law enforcement agency, without regard to jurisdiction, then he/she shall reimburse the City as follows:
 - a. Academy Graduates – an amount equal to the sum of the Tuition divided by forty-eight (48), then multiplied by the number of months less than forty-eight (48) which the Trainee has served the City as a probationary and/or commissioned police officer.
 - b. Police Officer (Trainee) – an amount equal to the sum of the Tuition divided by twenty-eight (28), then multiplied by the number of weeks of training completed prior to the resignation or termination of the Trainee.

4. The Trainee agrees, consents, and authorizes that any amount to be so reimbursed or any portion of any amount to be so reimbursed may be deducted and retained by the City from any compensation or other monies owed by the City to the Trainee at the time of resignation or termination.
5. In the event that the funds referred to in Paragraph Four (4) above shall be insufficient to fully reimburse the City pursuant to this Agreement, the Trainee agrees that he/she shall be personally responsible for the prompt repayment of all monies owed by him/her to the City pursuant to this Agreement.
6. The Trainee may make monthly installments of no less than an amount equal to one-sixth (1/6) of the total amount owed at the time of resignation or termination. If the Trainee fails to pay all monies owed within six (6) months of resignation or termination, interest shall be charged at a rate of nine percent (9%) compounded monthly on all monies still owing six (6) months after resignation or termination. The City reserves the right to pursue all legal and equitable means at its disposal to collect such balance due. If the Trainee does not make full repayment required under this Agreement within six (6) months of resignation or termination and the City elects to pursue litigation to obtain such repayment, Trainee will be liable to the City for all of the City's litigation costs and expenses, including attorneys' fees.
7. The Parties agree that if any part of this Agreement is declared illegal, unenforceable, or invalid, such provision shall be fully severable and the remainder will continue to be legal, valid, and enforceable.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The City and Trainee agree that any action to interpret or enforce this Agreement or which arises out of this Agreement shall be brought in the 22nd Judicial Circuit Court, City of St. Louis, Missouri.
9. Trainee acknowledges that this Agreement is entered into knowingly and voluntarily and that he/she has had an opportunity to have this document reviewed by counsel prior to its execution.

IN WITNESS WHEREOF, this Agreement has been executed this ____ day of _____, 20_____.

Appointing Authority or Designee

Trainee

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person described herein and who executed the forgoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State the day and year above written.

Notary Public

COUNTERSIGNED BY:

Comptroller Date

APPROVED AS TO FORM BY:

City Counselor Date

ATTESTED TO BY:

Register Date