

RESOLUTION NO. 21-R-16

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING A RELOCATION REIMBURSEMENT POLICY TO BE INCLUDED AS PART OF THE EXISTING ALVIN POLICE DEPARTMENT EMPLOYMENT INCENTIVE PROGRAM TO BE ADMINISTERED BY THE CHIEF OF POLICE; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin Police Department protects and serves the interest of the City of Alvin; and

WHEREAS, this employment incentive policy will assist in the hiring of highly qualified and trained police officers; and

WHEREAS, this employment incentive will benefit the City by attracting newly certified police officers and also certified officers who have previously served with other departments, and desire to accept employment with the Alvin Police Department; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the City of Alvin Police Department Incentive Policy, attached hereto as Exhibit "A" is hereby adopted.

Section 3. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 1st day of July 2021.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

“EXHIBIT A”

HIRING INCENTIVE AGREEMENT CERTIFIED

This agreement made this_____, day of _____, between City of Alvin, Texas hereafter called the City, and _____, hereafter called the Employee.

Upon the successful completion of Field Training, the City agrees to pay the employee a probationary hiring incentive of \$3,000. If the employee is required to relocate 50 miles or more upon hire, the City shall reimburse actual relocation costs up to \$3,000. Employee must move to and reside within a 5-mile radius of the City of Alvin to be eligible for the relocation reimbursement. Relocation costs will only be reimbursed upon receipt of proof of actual relocation costs incurred. Upon acceptance of the probation hiring incentive and relocation cost reimbursement (if any), the employee agrees to complete the probationary period with the City. If the employee voluntarily terminates their employment with the City during the probationary period, the employee agrees to refund to the City a pro rata amount of the probation hiring incentive and relocation cost reimbursement (if any). This refund shall be calculated on a prorated period of 365 days, from the date of hire through the date of termination. A refund shall not be required if separation of employment is due to injury or is involuntary on the part of the employee.

At the end of the probationary period, the City shall pay the employee a hiring incentive of \$3,000. Upon acceptance of the hiring incentive the employee agrees to remain employed with the City for a period of two (2) years from the date of completion of probation. If the employee voluntarily terminates their employment with the City during the two-year period, the employee agrees to refund to the City a pro rata amount of the entire hiring incentive, including relocation cost reimbursement (if any). This refund shall be calculated on a prorated period of 730 days, from the date of completion of probation through the date of termination. A refund shall not be required if separation of employment is due to injury or is involuntary on the part of the employee. Approved leave of absence (military, FMLA) will not be considered as part of the agreement period and will be excluded from calculations.

The Employee authorizes the City to make any deductions necessary from his/her final wages owing at the time of termination as partial payment toward refund. The balance owed will be prorated and repaid by the Employee over a period not to exceed twelve (12) months, beginning thirty (30) days after separation.

In the event of default on refunds herein agreed to by the Employee, City may seek judgment against such default in a court of competent jurisdiction. If City is awarded a judgment, any and all efforts will be made to collect. This may include, but is not limited to, costs of associated legal fees incurred during suit.

THIS IS NOT A CONTRACT OF EMPLOYMENT. The City of Alvin is an at-will employer. Employee understands this Agreement is a condition of his/her being

hired as a Police Employee with the City. Employee understands that nothing in this Agreement provides contractual rights to employment for a specified period of time.

This Agreement contains the entire agreement between the parties on this subject and supersedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

This Agreement shall be effective the date first mentioned above.

Robert E. Lee, Chief of Police

Employee / Date

City Manager / Date

HIRING INCENTIVE AGREEMENT NON-CERTIFIED

This agreement made this ____ day of _____, between City of Alvin, Texas hereafter called the City, and _____, hereafter called the Employee.

The City agrees to pay the costs of tuition, books, uniforms, and medical/psychiatric/polygraph testing incurred in sending the Employee to the Basic Peace Officer Training certified by the Texas Commission on Law Enforcement (TCOLE). Additionally, the City may reimburse an employee for relocation costs, not to exceed \$3,000, for moves of 50 miles or more upon receipt of proof of actual relocation expenses. Employee must move to and reside within a 5-mile radius of the City of Alvin to be eligible for relocation reimbursement. Total costs incurred by the City are evidenced by the document(s) attached hereto. In consideration of the foregoing, Employee agrees that if he/she fails to complete the basic course for any reason or leaves employment with the City as a Peace Officer for any reason within thirty-six (36) months after training completion, he/she will reimburse the City for the total costs incurred by the City in sending the Employee to the basic course and the amount of relocation costs reimbursed by the City. The total costs shall be reimbursed by the Employee to the City on or before the effective date of termination from employment, or as otherwise provided herein. In the event the employee is involuntarily terminated, no reimbursement will be sought by the City, except in cases where the employee intentionally acted in a manner sufficient to cause involuntary termination.

The Employee and City, agree that the total costs of training and relocation fees (if any) as set forth in this agreement are incidentals. The Employee authorizes the City to make any deductions necessary from his/her final wages owing at the time of termination as partial payment toward reimbursement. The balance owed will be prorated and repaid by the Employee over a period not to exceed twelve (12) months, beginning thirty (30) days after separation.

In the event of default on reimbursements herein agreed to by the Employee, City may seek judgment against such default in a court of competent jurisdiction. If City is awarded a judgment, any and all efforts will be made to collect. This may include, but is not limited to, costs of associated legal fees incurred during suit.

THIS IS NOT A CONTRACT OF EMPLOYMENT. The City of Alvin is an at-will employer. Employee understands this Agreement is a condition of his/her being hired as a Probationary Police Employee with the City. Employee understands that nothing in this Agreement provides contractual rights to employment for a specified period of time. Nothing in this agreement guarantees employment with the City of Alvin in the event Employee does not successfully complete the specified law enforcement training.

This Agreement contains the entire agreement between the parties on this subject and supersedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

This Agreement shall be effective the date first mentioned above.

Robert E. Lee, Chief of Police

Employee / Date

City Manager / Date