

**LEXINGTON POLICE DEPARTMENT HIRING AND TRAINING EXPENSE  
REIMBURSEMENT EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into pursuant to KRS 70.290, by and between Lexington-Fayette Urban County Government (“LFUCG”), an urban county government located at 200 E. Main Street, Lexington, Kentucky, 40507 (“LFUCG”) and \_\_\_\_\_, an individual having an address of \_\_\_\_\_ (the “Employee”), on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, LFUCG’s Police Department (the “Department”) is a qualifying law enforcement agency pursuant to KRS 70.290; and

WHEREAS, the Department and each of its police officers participate in the Kentucky Law Enforcement Foundation Program Fund (“KLEFPF”), a law enforcement incentive program which requires, as a condition of LFUCG’s participation and its receipt of the benefits provided for that participation, that each LFUCG police officer complete certain basic training following the officer’s hire as a LFUCG police officer; and

WHEREAS, LFUCG incurs substantial expenses as a result of the hiring and training of a police officer, including application process costs, training costs, equipment costs, and salary and fringe benefit costs expended prior to, and during, the KLEFPF required training; and

WHEREAS, LFUCG, in expending such funds, does anticipate that it will benefit from such expenditures through its long-term employment of a properly trained police officer, an expectation which goes unrealized when the employee so hired and so trained accepts employment as a peace officer with another law enforcement agency in the Commonwealth of Kentucky; and

WHEREAS, KRS 70.290 provides that if a peace officer enters a contract authorized by the statute and is employed by another law enforcement agency in the Commonwealth of Kentucky, that hiring agency shall reimburse the law enforcement agency that trained the officer (in this case the Department) for all of the above costs incurred; and

WHEREAS, the Employee wishes to be hired by LFUCG as a police officer, and the parties agree that the Employee’s entering into this Agreement is a condition precedent to LFUCG’s offering to hire the Employee.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Employee agrees that he or she has read and fully understands all of the provisions of this Agreement.

2. Employee understands and agrees that as a condition of employment with LFUCG, he or she shall participate in the KLEFPF training program, together with such other training regimes as LFUCG may from time to time require of its newly-hired police officers, and shall successfully complete, at full salary and with LFUCG making payment of other training-related expenses, together with such additional in-service training courses as are mandated by the KLEFPF incentive program and/or by LFUCG as a condition of LFUCG's continued participation in the program.
  
3. Employee understands and agrees that should he or she accept employment as a peace officer with another law enforcement agency in the Commonwealth of Kentucky, including a local school board that has established a police departments under KRS 158.471, when the Employee has been employed by LFUCG as a peace officer for less than five (5) years following the completion of the initial KLEFPF training, LFUCG shall be reimbursed for LFUCG's costs which are associated with the initial hiring of the Employee, costs including but not be limited to the costs of the application process, training costs, equipment costs, salaries and fringe benefits paid to or accorded to the Employee during the hiring and training process, but not including any cost of the training provided by the DOCJT, or another entity at no cost or expense to LFUCG.

All of the above costs are collectively referred to as the "Total Costs". LFUCG shall be reimbursed for such Total Costs incurred from the time of the Employee's initial application until he or she graduates from the Lexington Police Department Training Academy; which is a Kentucky Law Enforcement Council (KLEC) approved training academy.

4. Employee understands and agrees that this Agreement is enforceable for the entirety of the five (5) year period from the date of graduation from the Lexington Police Department Training Academy, even if there is a break in time or additional employment before being employed by a Hiring Agency.
  
5. Pursuant to KRS 70.290 any law enforcement agency hiring the Employee within five (5) years is required to make reimbursement to LFUCG in accordance with the provisions of Paragraph 3, above.
  
6. Employee understands and agrees that he or she will disclose, prior to being employed by another law enforcement agency in Kentucky, that he or she has signed this Agreement which requires reimbursement to LFUCG pursuant to KRS 70.290.
  
7. At the discretion of the Mayor and Chief of Police, this Agreement may be nullified or amended in certain circumstances.
  
8. This Agreement shall not be construed as an employment contract with the Employee for purposes of guaranteeing employment under any specific terms, conditions, or circumstances, or for any specified period of time.

9. In the event any provision of this Agreement shall be deemed by a court of competent jurisdiction to be unenforceable, that provision shall be excised from this agreement and the remaining provisions of the agreement shall remain fully enforceable.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date and year first above written.

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT:**

**EMPLOYEE:**

\_\_\_\_\_

\_\_\_\_\_

By: