**MORRIS COUNTY PARK POLICE DEPARTMENT**

PRE-EMPLOYMENT AGREEMENT FOR

CANDIDATES FOR THE POSITION OF POLICE OFFICER

Morris County Park Police Department, a Division of the Morris County Park Commission

AGREEMENT dated the \_\_\_ day of \_\_\_\_\_\_\_\_, 2018, between the Morris County Park Police, a Division of the Morris County Park Commission, and \_\_\_\_\_\_\_\_\_\_\_\_\_ (Applicant).

1. This Applicant has submitted an application seeking employment with the Morris County Park Police Department as a Police Officer and, having been approved by the Morris County Park Police Department and the Morris County Park Commission for further consideration and testing, hereby reaffirms said application subject to the terms and conditions of this Agreement.

2. This Applicant acknowledges that the Morris County Park Commission incurs substantial expenses in the form of time, effort, resources, and money in the screening and testing of applicants seeking employment as police officers. The Applicant further acknowledges that additional expenses will be incurred by the Morris County Park Commission in outfitting, equipping, and training if the Applicant is offered and accepts a position as a Police Officer.

3. In consideration of the Morris County Park Commission incurring said substantial expense, this Applicant hereby agrees, covenants, and warrants that, in the event this Applicant is offered and accepts employment with the Morris County Park Commission, but resigns or is terminated within four years of his or her date of hire for a reason that does not fall within one of the exceptions identified in Section 4 below, this Applicant shall reimburse the Morris County Park Commission for the aforementioned costs up to a maximum of $12,000.00. Such repayment obligation shall be for the entire cost of the aforementioned expenses by the Applicant, subject to the following maximum repayment obligations based on years of service as a Police Officer.

Any Separation that occurs up to and including one year from Date of Hire : $12,000.00

Any separation that occurs after one year up to and including two years from Date of Hire: $ 8,000.00

Any separation that occurs after two years up to and including three years

from Date of Hire: $ 6,000.00

Any separation that occurs after three years up to and including four years

from Date of Hire: $ 4,000.00

4. Exceptions to Repayment:

**Leaves** – Notwithstanding anything to the contrary contained herein, an approved leave of absence caused by medical, military, education, or other reasons shall not be deemed a termination of employment for purposes of this Agreement. However, if any such leave of absence is granted, this Agreement shall be deemed to be automatically extended beyond the forty-eight (48) month period by the number of days of the Applicant’s leave.

**Field Training Failure; Death; Disabling Illness** – Notwithstanding anything to the contrary contained herein, no sums shall be payable or owing hereunder if this Applicant is separated for failures to satisfactorily complete the Field Training period, or if he/she is due to death, disabling illness or injury. The above exceptions, however, do not apply if there is evidence that this Applicant has caused his/her failure, to complete the Field Training period, illness, or injury in an attempt to avoid paying the sums that would otherwise be due hereunder; or if the Morris County Park Commission in its sole discretion determines the Applicant has engaged in any other form of misconduct.

5. This Applicant agrees to be personally responsible for the monies due and owing the Morris County Park Commission under this Agreement, and that in the event this Applicant breaches his/her obligations under this Agreement, the Morris County Park Commission shall be entitled to institute legal proceedings in any court of competent jurisdiction for collection of the principal amount due, and reasonable attorney’s fees. The parties agree that this Agreement shall be governed by the laws of the State of New Jersey.

6. The parties acknowledge that the obligations under this Agreement may be waived at the sole discretion of the Morris County Park Commission upon written request by this Applicant, and that said decision by the Commission shall be appealable only as to whether said determination is arbitrary or capricious.

7. If a court finds any provision of the Agreement to be void, invalid or unenforceable, the court may either revise that provision to comply with applicable law or strike that provision if not revisable, so as to not affect the validity or enforceability of the Agreement.

8. This Agreement constitutes the sole, final and entire agreement between the parties related to the Applicant’s agreement to repay certain costs associated with his or her training and equipping as set forth above. No agreement changing or supplementing this Agreement may be made except in writing and signed by duly authorized representatives of the Morris County Park Commission and the Applicant.

**IN WITNESS WHEREOF,** the parties have duly executed this Agreement.

MORRIS COUNTY PARK COMMISSION/MORRIS COUNTY PARK POLICE

Applicant Date

Gabriele E. DiPietro, Chief Date

Morris County Park Police Department

David Helmer, Executive Director Date

Morris County Park Commission