

AGREEMENT TO REPAY RECRUITMENT SIGN-ON BONUS

This Agreement to Repay Recruitment Sign-On Bonus (“Agreement”) is entered into by the City of Milwaukee, acting by and through its Board of the Fire and Police Commissioners (“FPC”), and the individual signing below (“Lateral Transfer”) who has elected to receive a sign-on bonus under the provisions of this Agreement, each a “Party” and collectively the “Parties.” The effective date of this Agreement is the date on which both Parties have signed below.

Whereas, FPC desires to maintain a level of law enforcement that is at least equivalent to that provided in the previous year to satisfy the requirements of Wis. Stat. § 62.90(5)(a) and avoid certain reductions in state aid;

Whereas, FPC desires to attract and retain police officers who have prior experience, credentials, and other qualifications as specified in Recruitment #2411-2342-LAT;

Whereas, FPC desires to offer a \$10,000 sign-on bonus to Lateral Transfers who apply under Recruitment #2411-2342-LAT, who are appointed in the calendar year 2025 to the Milwaukee Police Department (“MPD”) Police Academy, and who commit to remain continuously employed in active service with MPD for at least four years;

Whereas, the decision by the Lateral Transfer to enter into this Agreement is voluntary, and the Lateral Transfer may decline to enter into this Agreement without any effect on his or her employment with the City of Milwaukee;

Whereas, the Lateral Transfer agrees to repay the sign-on bonus in the event the Lateral Transfer resigns, retires, or otherwise voluntarily terminates employment with MPD prior to the attainment of four years’ active service;

Whereas, the Parties agree that this Agreement does not constitute any type of employment agreement or guarantee of continued employment. This Agreement is not intended to create any restrictive covenant related to competition following the Lateral Transfer’s employment with MPD;

Now, therefore, in consideration of the mutual covenants hereinafter stated, the Parties do hereby agree as follows:

I. DEFINITIONS.

- a.** “Active service” means the time accrued while performing duties of an assigned shift established by the Chief of Police, and shall include time spent by employees on paid leave but shall not include any time spent by employees on leave without pay.

II. ELIGIBILITY.

- a.** The Lateral Transfer shall not be eligible for any payment under this Agreement unless the Lateral Transfer certifies as to the following:
- i.** The Lateral Transfer has applied for employment under Recruitment #2411-2342-LAT;
 - ii.** The Lateral Transfer has been appointed under Recruitment #2411-2342-LAT to the MPD Police Academy in the calendar year 2025; and

- iii. The Lateral Transfer commits to remaining continuously employed in active service with MPD from the date of appointment under Recruitment #2411-2342-LAT for a period of no less than four years.

III. PAYMENT.

- a. FPC shall pay the Lateral Transfer that certifies as to their eligibility an amount equal to \$10,000 prior to the Lateral Transfer’s completion of training at the Police Academy. The \$10,000 amount is solely intended as a sign-on bonus and shall not be salary base building nor contingent upon job performance.

IV. REPAYMENT OF SIGN-ON BONUS BY LATERAL TRANSFER.

- a. In the event that the Lateral Transfer who has received payment under this Agreement resigns, retires, or otherwise voluntarily terminates employment with MPD prior to the attainment of four years’ active service, measured from the date of the Lateral Transfer’s appointment under Recruitment #2411-2342-LAT, the Lateral Transfer agrees to pay the amount stated in Section IV.b. to the FPC within 30 calendar days of the end of the employment relationship.
- b. The amount of the sign-on bonus subject to repayment shall be determined in accordance with the following table:

<u>LENGTH OF ACTIVE SERVICE</u>	<u>REPAYMENT AMOUNT</u>
<u>less than one year</u>	<u>\$10,000</u>
<u>at least one year but less than two years</u>	<u>\$7,500</u>
<u>at least two years but less than three years</u>	<u>\$5,000</u>
<u>at least three years but less than four years</u>	<u>\$2,500</u>

- c. Notwithstanding the requirements of Sections IV.a. and IV.b., the FPC Executive Director or the FPC Deputy Director may approve a payment plan or waive the requirement to repay the sign-on bonus by the Lateral Transfer, provided that the following criteria are met:
 - i. A written request by or on behalf of the Lateral Transfer for a payment plan or a waiver of the repayment requirement, including the reasons for the request, has been submitted to the FPC Executive Director within thirty (30) days of the end of the employment relationship; and
 - ii. The FPC’s Executive Director or Deputy Director finds good cause for granting such request. The decision as to whether to grant or deny such request is not subject to any request by the Lateral Transfer for review or appeal.

V. FAILURE TO REPAY SIGN-ON BONUS. The FPC may initiate legal proceedings and prosecute to recover the amount required to be repaid under Sections IV.a. and IV.b.

- a. STIPULATED DAMAGES. The parties hereby agree that in any legal action brought by the FPC against the Lateral Transfer arising from the Lateral Transfer’s breach of an obligation under this Agreement, the stipulated compensatory damages shall be an amount equal to the applicable repayment set forth in Section IV.b. The Lateral Transfer agrees

that such amount of stipulated compensatory damages is reasonable under the circumstances.

- b. COSTS TO RECOVER REPAYMENT AMOUNT. The Lateral Transfer shall be responsible for any fees, expenses, and costs (including attorney fees) incurred by FPC in pursuing legal action related to the Lateral Transfer's breach of an obligation under this Agreement.

VI. OTHER PROVISIONS.

- a. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree that for any claim or suit or other dispute relating to this Agreement, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the Eastern District of Wisconsin. The Parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
- b. The Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this Agreement shall be in writing and executed by the Parties
- c. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, any invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by FPC.
- d. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which FPC is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind FPC.

[CERTIFICATION AND SIGNATURE LINES ON NEXT PAGE]

VII. CERTIFICATION. By signing below, the Lateral Transfer certifies the following:

- a. I certify that I have read this Agreement in its entirety, that I have had the opportunity to seek legal advice before signing below, and that I agree with the terms of this Agreement.
- b. I certify that I meet all the eligibility criteria provided in Section II (Eligibility).
- c. I certify that in exchange for the recruitment sign-on bonus, I commit to remain continuously employed in active service with MPD for no less than four years.
- d. I certify that I will repay the amount of the sign-on bonus as provided in Section IV.b. if I resign, retire, or otherwise voluntarily terminate employment with MPD prior to attaining four years of active service. I have examined the amounts under Section IV.b., and I hereby waive any claim that such amounts are unreasonable as stipulated damages.
- e. I understand that FPC will initiate legal proceedings against me if I do not repay any required repayment amount due under this Agreement.

IN WITNESS WHEREOF, the FPC and the Lateral Transfer have caused this Agreement to be executed:

<u>Board of the Fire and Police Commissioners</u>	<u>LATERAL TRANSFER</u>
<p>_____ (Signature)</p> <p>Leon Todd, Fire and Police Commission Executive Director</p> <p>Address: 200 E Wells Street, Room 705 Milwaukee WI 53202</p> <p>Email: fpc@milwaukee.gov</p> <p>Telephone: (414) 286-5000</p>	<p>_____ (Signature)</p> <p>Name: _____</p> <p>Address: _____ (Street)</p> <p>_____ (City) (State) (Zip Code)</p> <p>Email: _____</p> <p>Telephone: _____</p>