

CITY OF WOODLAND, WASHINGTON

Police Department

Agreement Regarding Lateral Signing Incentive Payment

In consideration of the Employee's agreement to accept employment with the Woodland Police Department, the City of Woodland agrees to pay to Employee the sum of \$5,000, referred to herein as an Incentive Payment.

The Incentive Payment is payable in two equal installments. The first payment of \$2,500 will be made when the Employee receives his/her first paycheck from the City or within fourteen (14) days of signing this Agreement, whichever is earlier. In the event the Employee terminates employment with the City before completing twelve (12) full months of employment, the Employee shall refund \$2,500 to the City on or before his/her last day of work for the City.

The second payment of \$2,500 is due and payable upon Employee's completion of twenty-four (24) full months of employment with the City. The payment shall be made in the 25th month of employment on the date Employee receives his/her paycheck.

This incentive payment is not part of base pay. The Employee acknowledges that this incentive payment will not be considered salary for the purposes of calculating retirement contributions or other benefits and will not be considered for determining overtime pay. This Agreement is not part of the City's Collective Bargaining Agreement and, therefore, is not subject to grievance proceedings or any other appeal available pursuant to the CBA.

Venue for any action arising from the Agreement shall be Cowlitz County Superior Court. In the event judicial action is necessary to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of attorney fees. This Agreement was executed by both parties prior to Employee assuming duty on behalf of the City. If the Employee is married, this Agreement shall be considered the joint and several obligation of the marital estate.

EMPLOYEE:

CITY OF WOODLAND:

Name: _____
Date: _____

Name: _____
Title: _____
Date: _____