

**LAKE HAVASU CITY APPRENTICESHIP CONTRACT
POLICE SERVICE ASSISTANT**

This Apprenticeship Contract ("Contract") is entered into on January 1, 2025, by and between Oktavia Romance, Police Service Assistant Apprentice ("Apprentice") and Lake Havasu City, an Arizona municipal corporation ("City"), collectively referred to as the "Parties." The Parties agree as follows:

1. **Employment:** City appoints Apprentice and Apprentice accepts employment upon the terms and conditions in this Contract.
2. **Term:** This Contract and the term of employment commence on January 1, 2025, for a period of one year. This Contract may be renewed annually for a period up to two years, ending no later than December 31, 2027. Apprentice's performance may be reviewed, at a minimum, every three (3) months during the course of this Contract.
3. **Duties and Responsibilities:** Apprentice agrees to perform the duties and responsibilities of the position as prescribed by the State of Arizona Apprenticeship Agreement, the operating policies and procedures of Lake Havasu City, and the laws of the State of Arizona. Apprentice agrees to devote the time necessary for the effective and efficient performance of assigned duties. Apprentice shall have powers and authorities granted by the Chief of Police, and applicable federal and state laws and regulations.
4. **Compensation:** During the term of this Contract, Apprentice will be compensated as follows:
 - 4.1 Hourly wage in the amount of \$19.28, paid in accordance with the City's bi-weekly payroll schedule. Starting with completion of one year of service, and every year thereafter, the hourly wage is eligible for an annual step increase equivalent to what is received by other City employees, and only in the event there is no City- or department-wide increase freeze. The hourly wage of the Apprentice may be adjusted in accordance with any wage stabilization increase provided to other City employees as determined by the authorized budget.
 - 4.2 The Police Service Assistant position is a FLSA non-exempt position and is eligible for overtime compensation in the event that the hours worked exceeds forty (40) hours per week. Apprentice will be compensated for working any recognized holiday at a rate of time and one half the regular rate of pay, however they will not receive compensation for any holiday not worked. In any work week where the Apprentice does not work a forty (40) hour work week, they will be required to utilize PTO to receive pay for forty (40) hours.
 - 4.3 Upon evaluation of Apprentice's performance, if the performance rating is deemed as "needs improvement" or "unsatisfactory" the Apprentice will be placed on a Performance Improvement Plan and will be ineligible for any increases until the performance is deemed "Meets Expectations" or better.

4.4 Apprentice requires the use of an automobile during employment with City. No vehicle allowance is provided for that purpose. If the Apprentice's duties require driving, an automobile will be assigned for duty use. Any insurance, maintenance or repairs, gas or other cost of operation of City's vehicle is the responsibility of City. Apprentice will be required to provide City with proof of valid Driver's License.

4.5 Apprentice shall accrue paid time off and other leave benefits at current rate as outlined in the City's operating policies and procedures. Leave is to be scheduled as Police Chief deems most efficient for the proper operation of the Police Department. In addition, the Apprentice is entitled to the same regular benefits and compensation adjustments available to non-public safety department employees of City, unless otherwise specifically provided for in this Contract. Upon termination of this Contract, due to being hired as a Police Officer Trainee or other position with the City, the available PTO balance will be transferred to the new position. If the Contract is terminated and the Apprentice is not hired into a different position with the City, the available PTO balance will be forfeited.

4.6 City agrees to contribute City's share as provided by the Arizona State Retirement System and the contribution at an amount established for participation in the program, which may be modified from time to time. The retirement contributions shall be made in accordance with the City's bi-weekly payroll schedule. In the event the Apprentice resigns, or is terminated by City, contribution installments shall cease on/after the effective date of such resignation or termination.

4.7 Apprentice shall be entitled to group health insurance provided and available to non-public safety employees of City, provided they work more than 29 hours per week.

4.8 Subject to budget restrictions and Police Department approval, City agrees to budget and pay for subscriptions, professional dues and training which are necessary for the continuation and full participation in national, regional, state and local associations and organizations which advance professional growth and which further the various goals and objectives of the Police Department.

4.9 Subject to budget restrictions and when deemed necessary by or requested by the Police Department, City agrees to pay for the reasonable travel, registration and subsistence expenses of Apprentice for professional and official travel, meetings and occasions adequate to continue the professional development of Apprentice.

4.10 All payments of wages due to Apprentice are subject to federal and state withholding taxes and other sums as City is required by law to withhold or deduct from Apprentice's wages.

5. Termination: It is expressly understood that the Apprentice continues at-will employment with the City at the pleasure of the Police Chief and is not considered as a classified employee. The City may

terminate employment of this Contract without cause at any time and agrees to provide the Apprentice with a minimum of fourteen (14) calendar days advance written notice.

6. Resignation: If Apprentice resigns and voluntarily terms this Contract as a result, Apprentice must give the City a minimum of fourteen (14) calendar days advanced written notice, unless the Parties agree otherwise. Apprentice shall cease to be entitled to any further wages or benefits on/after effective date of resignation.
7. Liability Insurance: City agrees to insure Apprentice through its comprehensive insurance coverage presently in effect, against any tort or professional liability claim, demand or other legal action, whether groundless or otherwise arising out of the performance of assigned duties for the City, with the exception of actions brought on behalf of City or criminal actions taken against Apprentice or any additional coverages not permitted under the law. Any attorney's fees, court costs, or other litigation-related expenses incurred in connection with the defense of the claim, demand, or lawsuit shall be paid for by City for all claims falling under the coverage provided by the City and permitted by law.
8. Indemnification: Beyond that required under Federal, State or Local Law, City shall defend, save harmless and indemnify Apprentice against any obligation to pay money or perform or not perform an action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceeding including attorney's fees and any other liabilities arising from threatened, pending or completed action, suit or proceeding, whether civil, administrative, arbitral or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Apprentice's duties or resulting from the exercise of judgement or discretion in connection with the performance of duties or responsibilities, unless the act or omission involved willful or wanton conduct. Apprentice recognizes that City shall have the right to compromise and settle any claim or suit unless it is of a personal nature. Further, City agrees to pay all reasonable litigation expenses of Apprentice throughout the pendency of any litigation to which the Apprentice is a party or witness to the City. Such expense payments shall continue beyond Apprentice's service to the City as long as litigation is pending.
9. Severability Clause: If any provision, or any portion, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
10. Final and Entire Agreement of the Parties: This Contract represents the final and entire agreement and understanding between the Parties, and any representations, negotiations, offers, proposals, promises or prior agreements are intended by the Parties to be integrated and merged herein and to be superseded by this Contract. This Contract may only be modified or amended through a written contract signed by the Parties and approved by the City manager.

- 11. Attorney's Fees: If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged breach, default, or misrepresentation in connection with any provision of this Contract, or other dispute concerning this Contract, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that proceeding, in addition to any relief to which it may be entitled.
- 12. Governing Law: This Contract is intended to be governed by and construed in accordance with Arizona law.
- 13. Jurisdiction and Venue: The Parties agree that any action brought by one party against the other arising out of an alleged breach, default, or misrepresentation in connection with any provision of this Contract, or any other dispute concerning this Contract, shall be brought in Mohave County Superior Court.
- 14. Signatures:

By:

Jess Knudson, City Manager Date

-

Oktavia Romance Date

APPROVED AS TO FORM:

Kelly Garry, City Attorney