

COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT AGREEMENT

This agreement is made and entered into by and between Weber County, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this agreement, and David Gage Moss, who shall be called the "EMPLOYEE" in this agreement.

RECITALS

- A. Some of the equipment used by the COUNTY's Roads Division may only be operated by someone with a commercial driver's license (CDL). As a result, employees who possess a CDL are able to provide valuable, necessary service to the COUNTY.
- B. The COUNTY is willing to pay for the required costs for the EMPLOYEE to acquire a CDL, including permit, test, and course fees, up to a maximum of three test attempts (the "CDL acquisition costs"), so that the EMPLOYEE can operate equipment that requires a CDL, in exchange for the EMPLOYEE's commitments in this agreement.
- C. The training and skills provided to the EMPLOYEE, and the CDL itself, will become valuable assets to the EMPLOYEE and will enhance the EMPLOYEE's future opportunities for non-COUNTY employment. The parties understand and acknowledge that it would be unreasonable for the COUNTY to pay the CDL acquisition costs, as well as compensation and benefits to the EMPLOYEE during the CDL training, if the EMPLOYEE were not to continue to be employed by the COUNTY for a reasonable length of time after receiving a CDL.
- D. The COUNTY has determined the approximate amount of the CDL acquisition costs. The EMPLOYEE has been informed of those costs, and how they will be paid, and has had the opportunity to review them and seek any desired clarification or additional information. The EMPLOYEE acknowledges that the amounts of such costs are reasonably accurate.
- E. The parties desire to enter into this agreement to provide for reimbursement by the EMPLOYEE to the COUNTY for the CDL acquisition costs in the circumstances and in the manner described in this agreement.

Now therefore, the parties agree as follows:

1. **CDL Acquisition Costs**

The COUNTY shall pay the CDL acquisition costs, as defined above (up to a maximum of three test attempts), for the EMPLOYEE. The COUNTY shall determine the method of payment, whether directly to a provider or as a

reimbursement to the EMPLOYEE. Either payment method shall require the EMPLOYEE to submit appropriate documentation of the costs.

2. Reimbursement by Employee

In exchange for the COUNTY paying the CDL acquisition costs and paying compensation and benefits to the EMPLOYEE during the CDL training, the EMPLOYEE shall reimburse the COUNTY for the CDL acquisition costs as follows:

- A. If the EMPLOYEE voluntarily terminates full-time employment with the COUNTY, or is terminated for cause, within two years after the date the EMPLOYEE receives a CDL, then the EMPLOYEE shall reimburse the COUNTY a pro-rated portion of the CDL acquisition costs, based on how many full or partial months the EMPLOYEE has worked as a full-time COUNTY employee after receiving the CDL, compared to the required 24 months.

For example, if the EMPLOYEE leaves full-time COUNTY employment 16.5 months after receiving a CDL, the EMPLOYEE will get credit for working 17 months. That leaves 7 out of the 24 months unworked, so the EMPLOYEE will have to repay 7/24 of the CDL acquisition costs paid by the COUNTY.

- B. If the EMPLOYEE begins the process of obtaining a CDL, and the COUNTY pays any of the CDL acquisition costs, but the EMPLOYEE fails to obtain a CDL within six months after the COUNTY first pays any of the costs, then the EMPLOYEE shall reimburse the COUNTY for all of the CDL acquisition costs paid by the COUNTY.

3. Method of Payment

- A. The EMPLOYEE authorizes the COUNTY to withhold any required reimbursements under this agreement from the EMPLOYEE's pay, to the extent allowed by law, including the EMPLOYEE's final paycheck or other amounts which are due to be paid to the EMPLOYEE. If the COUNTY is prohibited by law from withholding the full amount of the reimbursement from the EMPLOYEE's pay, then the EMPLOYEE agrees to pay the full reimbursement amount to the COUNTY within 60 days from the date the reimbursement obligation arises.
- B. The EMPLOYEE may propose a different payment plan, which may be accepted or rejected at the COUNTY's sole discretion. The COUNTY will determine the payment arrangements.

4. Employment

This agreement does not modify or constitute a part of the employment arrangements between the COUNTY and the EMPLOYEE and does not affect the application or provisions of the COUNTY's personnel policies.

5. Enforcement

The EMPLOYEE shall be responsible to the COUNTY for any costs of enforcement and collection, including reasonable attorney's fees and court costs.

6. Termination

The obligations under this agreement shall terminate when one of the following occurs:

- A. the EMPLOYEE has worked full-time, continuously, for the COUNTY for a period of two years after receiving a CDL;
- B. the EMPLOYEE's full-time employment with the COUNTY terminates less than two years after the EMPLOYEE receives a CDL, and the EMPLOYEE has paid the reimbursement amount and any collection costs in full;
- C. the EMPLOYEE fails to obtain a CDL, and the EMPLOYEE has paid the reimbursement amount and any collection costs in full; or
- D. the EMPLOYEE's full-time employment with the COUNTY terminates less than two years after the EMPLOYEE receives a CDL, as a result of extraordinary circumstances that are beyond the control of the EMPLOYEE, as determined by the Roads Director.

7. Governing Law

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8. Entire Agreement

This agreement constitutes the entire agreement by and between the parties with respect to the subject matter of the agreement, and no other statement, whether written or oral, shall be deemed a part of this agreement. This agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

9. Modification

This agreement may only be modified by a written modification that is signed by both parties.

10. **Waiver**

The failure of either party to insist upon the performance of any of the terms and conditions of this agreement shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such waiver had occurred.

11. **Severability**

The invalidity of any portion of this agreement will not affect, and shall not be deemed to affect, the validity of any other provision. If any provision of this agreement is held to be invalid, the parties shall replace the invalid provision with language that most closely meets the intent of the parties in agreeing to this agreement.

In witness whereof the parties have executed this agreement on this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS

By: _____
_____, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Employee Signature: *[Handwritten Signature]*