

DEPUTY SHERIFF BASIC TRAINING 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 Eamon McElwain, who shall be called the "TRAINEE" in this agreement.

RECITALS

- A. The Weber County Sheriff's Office is a department of the COUNTY and is willing to provide specialized training to the TRAINEE at the COUNTY's expense so that the TRAINEE may acquire the necessary skills and knowledge to qualify for certification as a peace officer under Section 53-13, Utah Code Annotated, and to be employed by or continue in employment with the COUNTY in that capacity. Such specialized training is scheduled to begin on the 9th day of January, 2023 and includes those courses required by Utah Peace Officers Standards and Training (POST).
- B. The training and skills provided to the TRAINEE will become valuable assets to the TRAINEE and enhance the opportunities for the TRAINEE to obtain employment with other law enforcement, corrections, security, or related agencies or employers.
- C. The purpose of and consideration to the COUNTY for providing the specialized training to the TRAINEE is to equip and train the TRAINEE for employment by the COUNTY at the Weber County Sheriff's Office. The COUNTY is willing to provide such training, compensation, and benefits to the TRAINEE at its expense on the understanding and agreement that the TRAINEE will remain in the continuous employment of the COUNTY as a sworn Deputy Sheriff for a period of two years following the date of the completion of the training.
- D. The parties understand and acknowledge that it would be inequitable for the COUNTY to utilize an allocated training slot and pay the expenses of such training, as well as compensation and benefits to the TRAINEE during the training period, if the TRAINEE were not to undertake or continue to be in the employment of the COUNTY and, in particular, were to accept employment in a similar capacity with another agency without having completed two years of continuous employment with the COUNTY following the date of completion of that training.
- E. The COUNTY has determined the approximate cost of the training to be paid to the TRAINEE by the COUNTY. The TRAINEE has been informed of those costs and has had the opportunity to review them and seek any desired clarification or additional information. The TRAINEE acknowledges that the amounts of such costs are reasonably accurate.

- F. The parties desire to enter into this agreement to provide for reimbursement by the TRAINEE to the COUNTY for such costs in the circumstances and in the manner described in this agreement.

Now therefore, in consideration of the mutual terms and conditions set forth in this agreement, the parties agree as follows:

1. **Training Costs**

The costs of specialized training paid by the COUNTY on behalf of the TRAINEE, as contemplated and acknowledged by the parties, are as follows:

<input type="checkbox"/>	Law Enforcement Officer (SFO/LEO)	\$2,800
<input checked="" type="checkbox"/>	Corrections Officer (SFO/BCO)	\$2,800
<input type="checkbox"/>	Law Enforcement/Corrections (SFO/LEO/BCO)	\$5,600
<input type="checkbox"/>	Law Enforcement Officer (LEO only)	\$1,750

2. **Reimbursements**

In consideration of the COUNTY paying the foregoing costs of specialized training on behalf of the TRAINEE and paying the compensation and benefits to the TRAINEE during the period of that training, the TRAINEE shall reimburse the COUNTY for the costs as follows:

If the TRAINEE voluntarily terminates full-time employment with the COUNTY within two years of the date of the completion of the training, the TRAINEE shall reimburse the COUNTY an amount equivalent to one-twenty-fourth (1/24) of the training costs for each month less than twenty-four months.

3. **Method of Payment**

- A. The TRAINEE authorizes the COUNTY to withhold any sums to be reimbursed by the TRAINEE to the COUNTY from TRAINEE'S compensation or other amounts which are due and to be paid to the TRAINEE.
- B. The TRAINEE shall pay the full reimbursement amount to COUNTY within two years from the date of termination. Payment arrangements are to be agreed upon by the TRAINEE and by the COUNTY.

4. **Employment**

This agreement does not modify or constitute a part of the employment arrangements between the COUNTY and the TRAINEE and does not affect the application or provisions of the Weber County Personnel Policies and Procedures.

5. Enforcement

The TRAINEE 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) TRAINEE worked full-time for the Weber County Sheriff's Office for a period of two years,
- (b) TRAINEE terminated full-time employment with the Weber County Sheriff's Office before two years and has paid the reimbursement amount and any collection costs or attorney fees in full, or
- (c) TRAINEE terminated full-time employment with the Weber County Sheriff's Office before two years as a result of extraordinary circumstances that were beyond the control of the TRAINEE and approved by the Sheriff.

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 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 the invalid provision.

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In witness whereof the parties have executed this agreement in duplicate on this 4th day of OCT, 2022.

County

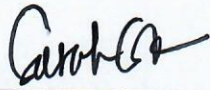
Board of County Commissioners of Weber

By: _____

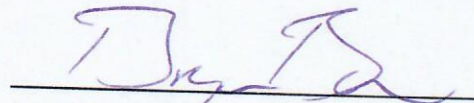
Scott Jenkins, Chair

ATTEST:

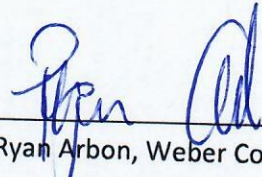
Ricky Hatch, Weber County Clerk



Sarah Swan, Human Resources Director



Legal Counsel, Weber County



Ryan Arbon, Weber County Sheriff



Trainee