

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 Semisi Moeakiola, who shall be called the "TRAINEE" in this agreement.

This agreement is made and entered into by and between the parties based, in part, upon the following 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 basic 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 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 prospective 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 amount of the costs of specialized training paid by the COUNTY on behalf of the TRAINEE as contemplated and acknowledged by the parties, are as follows:

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|-----------------------|----------------|
| Training Costs | \$5,600 |
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This was calculated as an average of 4 colleges/universities in the area would charge the individual for this training if they were to pay outright. This includes Weber State University, Salt Lake Community College, Utah Valley State University and Bridgerland Technical College

2. Reimbursements

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

If the TRAINEE voluntarily terminates full time employment with the COUNTY (except in the event of extraordinary circumstances beyond the control of the TRAINEE and approved by the Sheriff) within two years of the date of the completion of said training period, the TRAINEE shall reimburse the COUNTY an amount equivalent to one-twenty-fourth (1/24) of the sum of the costs of specialized training paid by the COUNTY to or on behalf of the TRAINEE during the period of that training 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, or such costs including compensation, benefits and any leave or other reimbursements which are due and to be paid to the TRAINEE.
- B. The TRAINEE shall pay the COUNTY any unpaid balance due from the TRAINEE to the COUNTY for such reimbursement 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 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.

In witness whereof the parties have executed this agreement in duplicate on this 16th day of October, 2020.


Board of County Commissioners of Weber County

By: _____

Gage Froerer, Chair


ATTEST:

Ricky Hatch, Weber County Clerk



Ryan Arbon, Weber County Sheriff

Sarah Swan, Human Resources Director



Trainee

Legal Counsel, Weber County