



INSTRUCTIONS: (1) Print your name in all blanks; (2) sign the agreement; (3) submit Agreement with your application. DO NOT SIGN IN THE BOX AT THE BOTTOM.

WEST BOUNTIFUL POLICE DEPARTMENT PRE-EMPLOYMENT AGREEMENT

This Agreement is entered into on the date shown below between _____
and the City of West Bountiful, Utah (hereinafter referred to as CITY).

WITNESSTH

WHEREAS, _____ has expressed interest in becoming a police officer in the West Bountiful Police Department; and

WHEREAS, _____ understands that, should he/she be hired as a police officer in the West Bountiful Police Department, the CITY will incur various expenses, including but not limited to costs of administering tests and conducting interviews, costs of performing background investigations, costs of medical, psychiatric, drug screening, and other employment-related examinations, costs of providing uniforms and equipment, costs for training at a basic law enforcement training facility, and salary paid to police officers during their training and

WHEREAS, the CITY is willing to assume the various costs associated with the examination, interviewing, and investigation of prospective police officers and the provisions of uniforms and equipment, training and salary during training for newly-hired police officers, provided the CITY receives a commitment from an applicant that he or she will remain in the West Bountiful Police Department for a minimum period of thirty-six (36) months; and

WHEREAS, the CITY seeks to have well-trained police officers on the West Bountiful Police Department; and

WHEREAS, _____ understands and acknowledges that, should he/she be hired as a police officer for the West Bountiful Police Department, he/she will be expected to remain in the employment of the CITY for a minimum of thirty-six (36) months or else reimburse the CITY for the expenses incurred by the CITY for testing, interviewing, equipping, and training him/her.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below, the parties do freely and voluntarily enter into the Agreement.

SECTION 1

The recitals stated above are incorporated herein as part of this Agreement.

SECTION 2

The CITY agrees:

- A. To consider _____ for employment as a police officer for the West Bountiful Police Department;

- B. To administer various examinations in order to determine whether _____ is an appropriate candidate for employment as a police officer for the West Bountiful Police Department;
- C. To provide initial uniforms and equipment;
- D. To provide such training and instruction as the CITY, in its sole discretion, deems appropriate; and
- E. To pay _____ his/her full wages during any period in which _____ is being trained.

SECTION 3

_____ agrees that should he/she be hired as a police officer for the West Bountiful Police Department and that, he/she will remain in the employment of the CITY as a police officer for a minimum of thirty-six (36) months from the date of hire. If he/she does not remain in the employment of the CITY as a police officer for a minimum of thirty-six (36) months from the date of hire, he/she will reimburse the CITY for any and all costs incurred as enumerated in SECTION 4 below at the following rate:

- A. 100%, if resignation is prior to twelve (12) months having elapsed from date of hire;
- B. 75%, if resignation occurs after twelve (12) months have elapsed but prior to the time twenty-four (24) months have elapsed.
- C. 50%, if resignation occurs after twenty-four (24) months have elapsed but prior to the time thirty-six (36) months have elapsed.

SECTION 4

Schedule of costs to be incurred by CITY:

- A. Background investigation
- B. Medical, Psychiatric, Drug-screening and Other Employment-related Examinations
- C. Uniforms and Equipment issued by CITY
- D. Basic Law Enforcement Training Expenses (POST) if applicable
- E. Salary paid during Field Training Sessions and Basic Law Enforcement Training

SECTION 5

This Agreement shall terminate after the completion of thirty-six (36) months from the date of hire.

SECTION 6

_____ understands that employment with the West Bountiful Police Department is contingent upon his/her completion of a probationary period of twelve (12) months, as stated in West Bountiful Police Policies and Procedures, and continued performance to the satisfaction of the West Bountiful Police Department. Nothing contained herein shall be construed as a promise or agreement by either the West Bountiful Police Department or the CITY to retain _____ as a police officer for the West Bountiful Police Department for thirty-six (36) months or any portion thereof.

SECTION 7

The CITY and the West Bountiful Police Department does not, by this Agreement, waive any of the rights, privileges, or prerogatives they possess pursuant to the Rules and Regulations of the West Bountiful Police Department, or the CITY that are now in effect or as may be altered or modified in the future.

SECTION 8

_____ agrees that, should it become necessary for the CITY to file suit in order to collect the cost as enumerated in SECTION 4, he/she will pay all costs of said suit, including reasonable attorney’s fees and all interest allowed at the legal rate on the amount which is owed.

SECTION 9

_____ agrees that the CITY shall retain any money from his/her paycheck, including but not limited to payment for any unused vacation, Holiday, sick leave, and compensatory time, to satisfy, either in full or in part, payment of the costs enumerated in SECTION 4 and _____ authorizes the CITY to retain monies from his/her paycheck to satisfy these payments. In addition, _____ agrees that any withholding authorized by this section shall not operate to waive the right of the CITY to commence legal proceedings against him/her to recoup any outstanding balance. The CITY shall give notice to _____, as soon as practical, after he/she gives notice of resignation, reminding him/her of the provisions relating to the automatic deduction. This notice will also contain a remaining balance owed by him/her. It may be an option for _____ and the CITY to agree on a payment option in lieu of retaining his/her paycheck. The CITY is not obligated to accept any agreement.

SECTION 10

_____ acknowledges that he/she has examined this Agreement that he/she has read and understands this Agreement, and he/she has the right to consult an attorney prior to entering this Agreement.

SECTION 11

Any notice that may be required by this Agreement shall be sent to the parties at the address below.

Applicant’s Name

Chief Todd Hixson
550 North 800 West
West Bountiful, UT 84087

Address

City, State, Zip

SECTION 12

The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to expungement of the invalid provision.

SECTION 13

No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

SECTION 14

The CITY agrees that it will not seek any of the costs enumerated in SECTION 4 should the CITY terminate or discharge _____ from the West Bountiful Police Department. The CITY agrees that it will not seek any of the costs enumerated in SECTION 4 should _____ become physically or mentally disabled and determined by a medical professional to be unfit to continue in Law Enforcement. If _____ is deemed unfit to work in Law Enforcement by a medical professional and he/she becomes employed by another Law Enforcement agency within one year of resignation in a similar capacity the CITY may collect on the costs enumerated in SECTION 4.

SECTION 15

_____ understands this Agreement is required for employment with the West Bountiful Police Department and will go into effect on receipt and acceptance of a written job offer.

Applicant's Signature

Date

TO BE COMPLETED AFTER WRITTEN JOB OFFER:

This Agreement will go into effect on _____. You have five (5) days to withdraw your name from any other police department hiring process.

Applicant's Signature

Chief of Police, Todd Hixson

State of Utah)
§
County of Davis)

On this day ____ of _____, in the year 20 __, before me, a notary public, personally appeared, _____ proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Notary Public

State of Utah)
§
County of Davis)

On this day ____ of _____, in the year 20 __, before me, a notary public, personally appeared, Todd Hixson proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Notary Public