

RETIREMENT INCENTIVE AGREEMENT

This Agreement is made by and between Lynn Brown, hereinafter referred to as "Brown," and Weber County, hereinafter referred to as "County," with Brown and County referred to as "Parties."

RECITALS

The parties recite and declare:

WHEREAS, Brown retired from Weber County in accordance with the state's retirement program on June 28, 2018; and

WHEREAS, the Department of Human Resources has calculated the pay-outs and benefits Brown is entitled to under the terms of the retirement and leave policies;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, County and Brown hereby mutually agree and undertake as follows:

SECTION ONE AGREEMENT PERIOD

This Agreement shall be effective from the date executed by the Parties hereto and continue until terminated according to the terms specified herein.

SECTION TWO EMPLOYMENT STATUS

Brown's employment with Weber County terminated effective at 5 p.m. on June 28, 2018. Brown is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Brown may be eligible for re-employment with the County only in accordance with state law, retirement regulations, county ordinances and policies.

SECTION THREE RETIREMENT BENEFITS

- A. Brown has been paid the amounts specified in paragraphs B through D subsequent to his retirement based on calculations made by the Department of Human Resources through June 28, 2018.
- B. Brown has been paid the vacation leave in his account of 320 hours or \$8,700.80.
- C. Brown has also paid the sick leave in his account of 280 hours or \$7,613.20.
- D. Brown has also been paid his grandfathered leave in the amount of \$2,837.09.

- E. In addition, Brown is also provided a health care credit benefit of \$22,572, which is the equivalent of five years of health and dental benefits in accordance with the retirement policy. Those credits, which total \$22,572 are credited to a personal health care reimbursement account and may be utilized as provided in the sick leave policy. Once the full amount is used in its entirety, this Agreement shall be terminated and of no further effect.

**SECTION FOUR
MISCELLANEOUS**

- A. Amendments. This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by the parties.
- B. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- C. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- D. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- E. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid.
- F. Governing Laws. It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah.

DATED this ____ day of September, 2018.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. Harvey, Chair

ATTEST:

Ricky Hatch
Weber County Clerk/Auditor

Human Resources
Date: _____

Lynn Brown
Date: _____