

RETIREMENT INCENTIVE AGREEMENT

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

RECITALS

The parties recite and declare:

WHEREAS, Swenson will retire from Weber County in accordance with the state's retirement program on March 29, 2019; and

WHEREAS, the Department of Human Resources has calculated the pay-outs and benefits Swenson 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 Swenson 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

Swenson's employment with Weber County terminated effective at 5 p.m. on March 29, 2019. Swenson is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Swenson 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. Swenson has been paid the amounts specified in paragraphs B through D subsequent to her retirement based on calculations made by the Department of Human Resources through March 29, 2019.
- B. Swenson will be paid the vacation leave in hers account of 320 hours or \$9,382.40.
- C. Swenson will also be paid hers sick leave account balance, which was 280 hours or \$8,209.60.
- D. Swenson will also be paid hers grandfathered leave in the amount of \$16,772.97.

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- E. Swenson is also provided a health care credit benefit of \$64,495.20, which is the equivalent of five years of health and dental benefits in accordance with the retirement policy. Those credits, which total \$64,495.20 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 March, 2019.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Human Resources
Date: _____

Lavern Swenson
Date: _____