

## **RETIREMENT INCENTIVE AGREEMENT**

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

### **RECITALS**

The parties recite and declare:

WHEREAS, Bodily retired from Weber County in accordance with the state's retirement program on August 16, 2020; and

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

Bodily's employment with Weber County terminated effective at 5 p.m. on August 16, 2020. Bodily is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Bodily 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. Bodily will be paid the amounts specified in paragraphs B and C subsequent to her retirement based on calculations made by the Department of Human Resources through August 16, 2020.
- B. Bodily will be paid the vacation leave in her account of approximately 320 hours or \$10,809.60.
- C. Bodily will be paid her sick leave account balance, of approximately 59.46 hours or \$2,008.56.
- D. Bodily will be paid her comp leave account balance of 84.50 hours or \$2,854.41.

**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 August, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY


By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Froerer voted  
Commissioner Harvey voted  
Commissioner Jenkins voted

ATTEST:

\_\_\_\_\_  
Ricky Hatch  
Weber County Clerk/Auditor

\_\_\_\_\_  
Sarah Swan, Human Resources  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Catherine Bodily  
Date: 8-24-2020