

RETIREMENT AGREEMENT

This Agreement is made by and between Garn A. Johnson, hereinafter referred to as “Johnson,” and Weber County, hereinafter referred to as “County,” with Johnson and County referred to as “Parties.”

RECITALS

The parties recite and declare:

WHEREAS, Johnson will retire from Weber County in accordance with the Utah State Retirement System’s requirements on December 1, 2021; and

WHEREAS, the Department of Human Resources has calculated the pay-outs and benefits Johnson is entitled to in accordance with the Weber County Retirement Incentive and Leave Policies;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, County and Johnson 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. However, the relevant provisions of county policies will continue to apply even after the termination of this Agreement.

SECTION TWO EMPLOYMENT STATUS

Johnson’s employment with Weber County terminates effective at 5 p.m. on December 1, 2021. After that time, Johnson will no longer be a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Johnson 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. Johnson will be paid the amounts specified in paragraphs B through D subsequent to his retirement based on calculations made by the Department of Human Resources through December 1, 2021.
- B. Johnson will be paid the vacation leave in his account of approximately 263.06 hours or \$10,432.96.
- C. Johnson will also be paid his sick leave account balance of approximately 280 hours or \$11,104.80.

D. Johnson will also be paid his grandfathered leave in the amount of \$4,469.76.

This Agreement is subject to all applicable requirements in the current version of Weber County Human Resources Policy 4-300: Insurance and Retirement Benefits.

**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 November, 2021.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Harvey, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Human Resources
Date: _____

Garn A. Johnson
Date: _____