

RETIREMENT AGREEMENT

This Agreement is made by and between J. Brent Christenson, hereinafter referred to as "Christenson" and Weber County, hereinafter referred to as "County," with Christenson and County referred to as "Parties."

RECITALS

The Parties recite and declare:

WHEREAS, Christenson retired from Weber County in accordance with the State of Utah's retirement program on July 31, 2020; and

WHEREAS, Christenson is entitled to certain retirement benefits provided to Christenson pursuant to Weber County Retirement Incentive Policy; and

WHEREAS, the Weber County Department of Human Resources has calculated the compensation and benefits Christenson is entitled to under terms of the policies which apply to Christenson's retirement, and Christenson has been paid those amounts as specified in Section Three;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, County and Christenson 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

Christenson's employment with Weber County terminated effective at 5 p.m. on July 31, 2020. Christenson is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Christenson 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. Christenson will be paid the amounts specified in subsections B through D based on calculations made by the Department of Human Resources through July 31, 2020.
- B. Christenson will be paid his estimated vacation leave of 286 hours, which equals \$3,858.14.

- C. Christenson will be paid his estimated sick leave of 122.75 hours, which equals \$1,655.90.
- D. Christenson will also be paid his comp time of 107.42 hours or \$1,449.10.

**SECTION FOUR
PAYMENT BY CHRISTENSON**

Christenson shall pay the County any amount due under this Agreement within thirty (30) days of notification by County. Terms of payment for shared coverage may be on a quarterly or semi-annual basis as determined by the County. Payment for failure to notify of a change in status or eligibility for other coverage shall be due within thirty (30) days.

**SECTION FIVE
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 all Parties in the manner provided by law.
- B. 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.
- C. 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.
- D. 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 and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.
- E. 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 June, 2020.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair


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

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor



Human Resources
Date: 6/17/2020



J. Brent Christenson
Date: 17 Aug 2020