

ELECTIVE SERVICE BENEFIT AGREEMENT

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

RECITALS

The parties recite and declare:

WHEREAS, Thompson's elected term as a County Sheriff will conclude on January 7, 2019; and

WHEREAS, the Department of Human Resources has determined the post elected service benefit Thompson is entitled to as an elected official under the terms of County policy;

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

Thompson's service as an elected official with Weber County terminated on January 7, 2019. After that time, Thompson will no longer be a county elected official and is not entitled to any of the benefits of employment as an elected official except as specified in this Agreement.

SECTION THREE RETIREMENT BENEFITS

Thompson will be paid the amounts specified in subsection 1 below based on calculations made by the Department of Human Resources through January 7, 2019.

1. In accordance with County policy in regard to elected officials, Thompson shall be paid \$51,898.80, which is the equivalent of five years of health and dental benefits.

SECTION FOUR MISCELLANEOUS

1. Amendments. No amendments to this agreement are anticipated but this agreement may be amended only by a written amendment approved and signed by all parties in the manner provided by law.

2. 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.
3. 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.
4. 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.
5. 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 February, 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

Terry Thompson

Date: _____

Date: _____