

## **RETIREMENT AGREEMENT**

This is a retirement agreement between Paula Brown and Weber County. In this agreement, Brown is referred to as “Retiree,” Weber County is referred to as “County,” and Retiree and County together are referred to as “Parties.”

### **RECITALS**

**WHEREAS**, Retiree will retire from employment with County in accordance with the State of Utah’s retirement program on December 1, 2023; and

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

**NOW THEREFORE**, County and Retiree agree as follows:

### **SECTION ONE AGREEMENT PERIOD**

This agreement shall take effect on the date of Retiree’s retirement and shall continue until five years after the date of retirement. However, the relevant provisions of county policies will continue to apply even after the termination of this agreement.

### **SECTION TWO EMPLOYMENT STATUS**

Retiree’s employment with County terminates effective at 5 p.m. on December 1, 2023. After that time, Retiree will no longer be a county employee and will not be entitled to any of the benefits of employment except as specified in this agreement. Retiree may be eligible for re-employment with County in accordance with state law, retirement regulations, and county ordinances and policies.

### **SECTION THREE RETIREMENT BENEFITS**

- A. This agreement is subject to all applicable requirements in the current version of Weber County Human Resources Policy 4-300: Insurance and Retirement Benefits.
- B. If a federal or state law changes in a way that creates a conflict between this agreement and the new law, making it unlawful for the Parties to comply with this agreement, then the Parties will be bound by the terms of the new law, and the benefits described in this agreement will be administered in a way that complies with the new law.
- C. Retiree will be paid for her remaining vacation leave at the time of retirement. At the time this agreement was drafted, the remaining vacation leave was approximately 184.98 hours, which amounts to \$4,406.22.

- D. Retiree will be paid for her remaining sick leave at the time of retirement. At the time this agreement was drafted, the remaining sick leave was approximately 3.86, which amounts to \$91.95.
- E. Subject to the other provisions of this agreement and the County's retirement policy, the County shall either pay a portion of Retiree's monthly medical and dental insurance premiums for up to 60 months, or shall establish a health retirement account for Retiree, or a combination of the two. However, this benefit is not available to a retiree who remains on the County's insurance through a covered spouse who works for Weber County. As Retiree's spouse is employed with Weber County and has insurance benefits, Retiree elects to just maintain coverage through the spouse's plan.

**SECTION FOUR  
PAYMENT BY RETIREE**

Retiree shall pay the County any amount due under this agreement within 30 days of notification by County. Payment for failure to notify of a change in status or eligibility for other coverage shall be due within 30 days. The County may establish the terms for other types of payment.

**SECTION FIVE  
MISCELLANEOUS**

- A. Amendments. This agreement may be amended 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 statements, 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 through a written amendment approved and 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 November, 2023.

BOARD OF COUNTY COMMISSIONERS

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

ATTEST:

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

\_\_\_\_\_  
Human Resources  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paula Brown  
Date: \_\_\_\_\_