

**AFFIDAVIT IRREVOCABLY RELINQUISHING
UTAH RETIREMENT SYSTEM SERVICE (URS) CREDIT**

STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

(*Employee Name*), being first duly sworn upon oath, deposes and states as follows:

1. I am presently, an employee of Tremonton City.
2. I acknowledge that as an eligible employee in the Utah Retirement System, Tremonton City provided me with certain retirement benefits in the amount of: (\$XXXX) (hereinafter referred to as “Payment in lieu of Retirement Benefits”) that were not required by the Utah State Retirement and Insurance Benefit Act in accordance with Section XVI: Benefits of the Tremonton City Personnel Policies and Procedures Manual, subsection 6.F Past Utah Retirement System Contributions. The Payment in lieu of Retirement Benefits is a substantial substitute to any service credit and retirement benefits that I may have accrued under the Utah State Retirement and Insurance Benefit Act (hereinafter referred to as “URS Benefits”).
3. I acknowledge by checking one of the boxes below that I have elected and directed Tremonton City, to provide my Payment in lieu of Retirement Benefits in the following manner:
 - Make the payment to Utah Retirement System (URS) in the amount of (\$XXXX) for the accrument of service credit on my behalf within the Utah Retirement System.
 - Make a payment to myself in the amount of (\$ XXXX) and thereby foregoing any service credit that would otherwise be accrued in the Utah Retirement System, by having the payment be made to URS.
4. I irrevocably relinquish any URS Benefits that I may have accrued effective from the date of my employment until (*Date enrolled*), the date that I was enrolled in URS.
5. I understand and agree that in consideration of the Payment in lieu of Retirement Benefits referred to above, the receipt and sufficiency of which is hereby acknowledged, I do hereby release

Tremonton City, the URS, and their respective past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors, and successors in interest, and all other persons or entities of and from any and all actions, causes of action, claims, benefits, demands, obligations damages, costs, fees, interest and expenses of any kind, on account of or in any way arising from or relating to the Payment in lieu of Retirement Benefits accrued effective from the date of my employment until *(Date enrolled)*, the date that I was enrolled in URS.

- 6. I understand and agree that neither Tremonton City, nor the URS, has any liability to me for any benefits relinquished herein.
- 7. I represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action released and referred to herein and that I have the sole right and exclusive authority to execute this Affidavit.
- 8. I agree that no past or present wrongdoing on the part of Tremonton City or URS shall be implied by this Affidavit.
- 9. I acknowledge and agree that this Affidavit is binding upon and inures to the benefit of executors, administrators, personal representatives, heirs, indemnitors, successors, officers, directors, employees and assigns.

DATED this _____ day of March, 2017.

(Employee)

SUBSCRIBED AND SWORN TO before me this _____ day of March, 2017.

Notary Public
Residing in the State of Utah

My Commission Expires:
