



HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

Date: June 16, 2009

To: Judge Robert Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson

From: Kent Edwards

Copy: Paul Stewart – County Attorney's Office

Subject: Relocation Expense Payment – Wyatt Scott

Wyatt Scott was promised relocation assistance as part of his employment on August 13, 2007.

He has not requested any assistance to date because he has yet to sell his home in Utah, and hasn't incurred any expense yet.

Wyatt has asked me about the issue (mainly just to advise me that the issue existed), and I've verified with J.C. Whitten that an offer of \$5,000 was made at the time of Wyatt's employment. Other than the dollar amount, no details of the method of payment were ever discussed.

Because the agreement is unwritten, it is my recommendation and the recommendation of the County Attorney's Office that the agreement be documented and the terms clarified.

In this case, I am following the same format that we utilized when hiring our Elections Administrator, John Oldham. The terms are pretty simple:

- ◆ lump sum payment
- ◆ paid upon request of the employee
- ◆ payment subject to appropriate withholding
- ◆ subject to repayment over 3 years
- ◆ earned portion forgiven 1/3rd per year

In the future, we will work with the County Attorney's office to establish a formal process to memorialize any employment agreements that are made.



EMPLOYEE MOVING EXPENSE AGREEMENT

I, Wyatt O. Scott, acknowledge that upon my request, I will be paid a sum of five thousand dollars (\$5,000.00) (the "Relocation Expense Payment") by my employer, Fort Bend County ("the County", or "County"), to assist me with the expenses I may incur in my move from Lehi, UT to the Fort Bend County area. This Relocation Expense Payment is related to my employment as the County's Director of Risk Management which began August 13, 2007.

I understand that the Relocation Expense Payment is a lump sum gross amount and is subject to the statutory withholding for income taxes, social security, Medicare, etc.

I understand that I have until August 13, 2009 to elect to receive the Relocation Expense Payment. If I do not elect to receive the Relocation Expense Payment on or before August 13, 2009, I understand that this Agreement will be null and void, and that I release the County from any further obligation hereunder.

I understand and agree that if I elect to receive the Relocation Expense Payment, and my employment is terminated, I will be obligated to repay the Relocation Expense Payment as follows:

- (a) If, before August 13, 2009, I terminate my employment or if the County terminates my employment for cause, I must repay the County two-thirds (\$3,333.33) of the entire amount of the Relocation Expense Payment I received prior to that date, and
- (b) If, on or after August 13, 2009, but before August 13, 2010, I terminate my employment or if the County terminates my employment for cause, I must repay the County one-third (\$1,666.67) of the entire amount of the Relocation Expense Payment I received prior to that date, and
- (c) If, on or after August 13, 2010 my employment is terminated for any reason whatsoever, I am under no further obligation to repay this Relocation Expense Payment to the County.

I understand that the County assumes no liability whatsoever for personal injuries, property damages, or other losses which may be sustained in connection with any moves undertaken pursuant this Agreement.

By my signature below, I grant the County the right and privilege to withhold, retain, and/or deduct an amount from my pay (or from any other monies owed to me by the County) up to and including the total amount of any repayment required as agreed to above.


Wyatt O. Scott

Date

6/17/09