**RETIREMENT AGREEMENT**

This Agreement is made by and between Edward Troy Windsor, hereinafter referred to as “Windsor,” and Weber County, hereinafter referred to as “County,” with Windsor and County referred to as “Parties.”

**RECITALS**

The Parties recite and declare:

**WHEREAS**,Windsor retired from Weber County in accordance with the State of Utah’s retirement program on January 1, 2018; and

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

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

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

Windsor’s employment with Weber County terminated effective at 5 p.m. on January 1, 2018. Windsor is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Windsor 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**

1. Windsor has been paid the amounts specified in subsections B through D based on calculations made by the Department of Human Resources through January 1, 2018.
2. Windsor has been paid the remaining vacation leave in his account of 256.93 hours which amounts to $8,208.91.
3. Windsor has been paid the remaining sick leave in his account of 247.47 hours which amounts to $7,906.67.
4. Windsor has been paid his grandfathered leave in the amount of $10,862.51.

1. Windsor may also receive up to 60 months of health and dental coverage pursuant to the County’s retirement policy, subject to the following conditions and limitations:
   1. The County shall pay an amount no more than it pays for Windsor’s insurance as of January 1, 2018, which was $1,074.91 per month. As insurance costs rise, Windsor shall be responsible to pay any amount over the $1,074.91 per month, which shall be paid for utilizing any remaining Credits. Further, Windsor understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Windsor shall be required to share in the same percentage for coverage as county employees, even if such sharing reduces the County’s commitment below the $1,074.91 per month. Shared costs shall be in addition to any increase in cost of coverage over the $1,074.91 per month. For example, if single insurance coverage costs $1,200 in 2019, Windsor shall be required to pay any shared premium in addition to the difference between $1,074.91 and $1,200 ($125.09).
   2. Windsor agrees that if at any time he becomes eligible for insurance coverage through other employment, including re-employment with Weber County, which provides health insurance coverage for a cost to Windsor of no more than $200 per month, the County’s obligation for the above referenced 60 months of health and dental coverage under this Agreement is fully and completely terminated. Windsor agrees to notify the County immediately if Windsor becomes eligible for coverage under other employment. If Windsor fails to notify the County within 30 days of eligibility, he hereby agrees to reimburse the County for the total cost of coverage the County has paid on Windsor’ behalf during any time he was eligible for other insurance.
   3. Windsor agrees that should his family party status change to two-party or single-party he will immediately notify the Department of Human Resources of Weber County to effect the change. Windsor agrees that if he fails to notify the County within 30 days of the change, he will pay the County the difference in cost between the coverages.
   4. This Agreement shall terminate at the end of the five year coverage period.

**SECTION FOUR**

**PAYMENT BY WINDSOR**

Windsor 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**

1. Amendments. This agreement may be amended 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, 2018.

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_James H. Harvey, Chair

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ricky Hatch, CPA

Weber County Clerk/Auditor

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Human Resources Edward Windsor

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_