**RETIREMENT AGREEMENT**

This Agreement is made by and between Michael Chavez, hereinafter referred to as “Chavez,” and Weber County, hereinafter referred to as “County,” with Chavez and County referred to as “Parties.”

**RECITALS**

The Parties recite and declare:

**WHEREAS**,Chavez retired from Weber County in accordance with the State of Utah’s retirement program on March 28, 2018; and

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

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

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

Chavez’s employment with Weber County terminated effective at 5 p.m. on March 28, 2018. Chavez is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Chavez 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. Chavez will be paid the amounts specified in subsection B through D based on calculations made by the Department of Human Resources through March 28, 2018.
2. Chavez has been paid the vacation leave in his account of 320 hours or $10,512.

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1. Chavez has also paid his sick leave account balance, which was 280 hours or $9,198.
2. Chavez has also been paid his grand-fathered leave of $4,757.58.
3. Chavez 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 Chavez’s insurance as of March 28, 2018, which is $864.97 per month. As insurance costs rise, Chavez shall be responsible to pay any amount over the $864.97 per month, which shall be paid for utilizing any remaining Credits. Further, Chavez understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Chavez 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 $864.97 per month. Shared costs shall be in addition to any increase in cost of coverage over the $864.97 per month. For example, if two-party insurance coverage costs $950 in 2019, Chavez shall be required to pay any shared premium in addition to the difference between $864.97 and $950 ($85.03).
   2. Chavez 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 Chavez 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. Chavez agrees to notify the County immediately if Chavez becomes eligible for coverage under other employment. If Chavez 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 Chavez’ behalf during any time he was eligible for other insurance.
   3. Chavez agrees that should his two-party status change to single-party he will immediately notify the Department of Human Resources of Weber County to effect the change. Chavez 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.

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**SECTION FOUR**

**PAYMENT BY CHAVEZ**

Chavez 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 the Parties.
  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 April, 2018.

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James H. “Jim” Harvey, Chair

Commissioner Ebert voted \_\_\_\_\_\_

Commissioner Gibson voted \_\_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_\_

ATTEST:

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

Ricky Hatch, CPA

Weber County Clerk/Auditor

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

Human Resources Michael Chavez

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