**RETIREMENT AGREEMENT**

This Agreement is made by and between David C. Wilson, hereinafter referred to as “Wilson,” and Weber County, hereinafter referred to as “County,” with Wilson and County referred to as “Parties.”

**RECITALS**

The Parties recite and declare:

**WHEREAS**,Wilson will retire from Weber County in accordance with the State of Utah’s retirement program on May 1, 2018; and

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

**WHEREAS**, the Weber County Department of Human Resources has calculated the benefits Wilson is entitled to under terms of the policies which apply to Wilson’s retirement;

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

Wilson’s employment with Weber County will terminate effective at 5 p.m. on April 30, 2018. Wilson will no longer be a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Wilson 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. Wilson is provided a health care credit benefit of $64,494.60, which is the equivalent of five years of health and dental benefits in accordance with the Retirement Incentive Policy. Those credits are credited to a personal health care reimbursement account and may be utilized as provided in the sick leave policy. Once the full amount is used in its entirety, this Agreement shall be

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terminated and of no further effect. In addition, County has agreed to maintain insurance coverage on Wilson’s spouse through June 30, 2018. In addition, County has agreed to maintain Wilson’s family insurance coverage through June 30, 2018; the cost of which will be deducted from Wilson’s health care credit benefit.

1. In accordance with a commitment by the County to either open a window or participate in the purchase of retirement for Wilson, County agrees to pay 95% of the cost to allow Wilson to retire with 30 years of qualifying employment in the Utah Retirement System. The cost of said retirement purchase shall be $19,688.75.

**SECTION FOUR**

**MISCELLANEOUS**

1. 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.
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

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David C. Wilson

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ATTEST:

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Ricky Hatch, CPA

Weber County Clerk/Auditor

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Human Resources David C. Wilson

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