

RETIREMENT AGREEMENT

This Agreement is made by and between Lidia Guzman, hereinafter referred to as "Guzman" and Weber County, hereinafter referred to as "County," with Guzman and County referred to as "Parties."

RECITALS

The Parties recite and declare:

WHEREAS, Guzman retired from Weber County in accordance with the State of Utah's retirement program on March 31, 2020; and

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

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

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

Guzman's employment with Weber County terminated effective at 5 p.m. on March 31, 2020. Guzman is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Guzman 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

- A. Guzman will be paid the amounts specified in subsections B and C based on calculations made by the Department of Human Resources through March 31, 2020.
- B. Guzman will be paid her estimated vacation leave of 304.68 hours, which equals \$7,108.18.

- C. Guzman will be paid her estimated sick leave of 216.81 hours, which equals \$5,058.18.
- D. Guzman is retiring under the policy which provides up to five years of health and dental insurance coverage. However, such coverage extends only until the retiree reaches age 65. Guzman will reach the age of 65 in March 2023, so Guzman is eligible for 3 years of health and dental insurance. After that 3 years is expired, in accordance with the policy, Guzman will receive an amount equivalent to 2 years of health and dental insurance premiums (at the rate in effect when Guzman retires) which is \$20,759.28. This amount shall be credited to Guzman's health and dental insurance credit account.
- E. Guzman's 3 years of health and dental insurance coverage shall be subject to the following conditions and limitations:
 - (i) The County shall pay an amount no more than it pays for Guzman's insurance as of March 31, 2020, which was \$864.97 per month. As insurance costs rise, Guzman shall be responsible to pay any amount over the \$864.97 per month, which shall be paid for through any remaining credits. Further, Guzman understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Guzman 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 paid for first with any available insurance credits. 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 costs coverage costs \$950 in 2021, Guzman shall be required to pay any shared premium in addition to the difference between \$864.97 and \$950 (\$85.01).
 - (ii) Guzman agrees that if at any time she becomes eligible for insurance coverage through other employment, including re-employment with Weber County, which provides health insurance coverage for a cost to Guzman of no more than \$200 per month, the County's obligation for the above referenced 12 months of health and dental coverage under this Agreement is fully and completely terminated; provided however, that remaining unused sick leave credits in the health services account may be utilized as provided in the sick leave policy. Guzman agrees to notify the County immediately if Guzman becomes eligible for coverage under other employment. If Guzman fails to notify the County within 30 days of eligibility, she hereby agrees to reimburse the County for the total cost of coverage the County has paid on Guzman's behalf during any time she was eligible for other insurance.

- (iii) Guzman agrees that should her two-party status change to single-party she will immediately notify the Department of Human Resources of Weber County to effect the change. Guzman agrees that if she fails to notify the County within 30 days of the change, she will pay the County the difference in cost between the coverages.
- (iv) Unless sooner terminated pursuant to the terms of this Agreement, all coverage for Guzman shall terminate at the end of the month in which she reaches age 65, or March 2023. At that time, Guzman will be provided a health care credit benefit of \$20,759.28, which is the equivalent of 2 years of health and dental benefits in accordance with the retirement policy. Those credits, which total \$20,759.28 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 terminated and of no further effect.

SECTION FOUR PAYMENT BY GUZMAN

Guzman 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

- A. Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.
- B. 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.
- C. 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.
- D. 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.

E. 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, 2020.


BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair


Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor



Human Resources
Date: 4/7/2020



Lidia Guzman
Date: 4-7-20