

## **RETIREMENT AGREEMENT**

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

### **RECITALS**

The Parties recite and declare:

**WHEREAS**, Ledesma retired from Weber County in accordance with the State of Utah’s retirement program on April 15, 2020; and

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

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

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

Ledesma’s employment with Weber County terminated effective at 5 p.m. on April 15, 2020. Ledesma is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Ledesma 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. Ledesma will be paid the amounts specified in subsections B through E based on calculations made by the Department of Human Resources through April 15, 2020.
- B. Ledesma will be paid his estimated vacation leave of 320 hours, which equals \$7,827.20.

- C. Ledesma will be paid his estimated sick leave of 280 hours, which equals \$6,848.80.
- D. Ledesma will also be paid his grandfathered leave in the amount of \$5,161.25.
- E. Ledesma will also be paid his comp leave in the amount of \$36.69.
- F. Ledesma 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. Ledesma will reach the age of 65 in January 2022, so Ledesma is eligible for 20 months of health and dental insurance. After that 20 months is expired, in accordance with the policy, Ledesma will receive an amount equivalent to 40 months of health and dental insurance premiums (at the rate in effect when Ledesma retires) which is \$15,048. This amount shall be credited to Ledesma's health and dental insurance credit account.
- G. Ledesma'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 Ledesma's insurance as of April 15, 2020, which was \$376.20 per month. As insurance costs rise, Ledesma shall be responsible to pay any amount over the \$376.20 per month, which shall be paid for through any remaining credits. Further, Ledesma understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Ledesma 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 \$376.20 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 \$376.20 per month. For example, if single-party insurance costs coverage costs \$450 in 2021, Ledesma shall be required to pay any shared premium in addition to the difference between \$376.20 and \$450 (\$73.80).
  - (ii) Ledesma 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 Ledesma 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. Ledesma agrees to notify the County immediately if Ledesma becomes eligible for coverage under other employment. If Ledesma 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 Ledesma's behalf during any

time he was eligible for other insurance.

- (iii) Unless sooner terminated pursuant to the terms of this Agreement, all coverage for Ledesma shall terminate at the end of the month in which he reaches age 65, or January 2022. At that time, Ledesma will be provided a health care credit benefit of \$15,048, which is the equivalent of 40 months of health and dental benefits in accordance with the retirement policy. Those credits, which total \$15,048 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 LEDESMAQ**

Ledesma 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: \_\_\_\_\_

\_\_\_\_\_  
Michael Ledesma  
Date: \_\_\_\_\_