**RETIREMENT AGREEMENT**

This is a retirement agreement between Blaine Cutler and Weber County. In this agreement, Cutler is referred to as “Retiree,” Weber County is referred to as “County,” and Retiree and County together are referred to as “Parties.”

**RECITALS**

**WHEREAS**,Retiree will retire from employment with County in accordance with the State of Utah’s retirement program on April 15, 2022; and

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

**NOW THEREFORE**, County and Retiree agree as follows:

**SECTION ONE**

**AGREEMENT PERIOD**

This agreement shall take effect on the date of Retiree’s retirement and shall continue until five years after the date of retirement. However, the relevant provisions of county policies will continue to apply even after the termination of this agreement.

**SECTION TWO**

**EMPLOYMENT STATUS**

Retiree’s employment with County terminates effective at 5 p.m. on April 15, 2022. After that time, Retiree will no longer be a county employee and will not be entitled to any of the benefits of employment except as specified in this agreement. Retiree may be eligible for re-employment with County in accordance with state law, retirement regulations, and county ordinances and policies.

**SECTION THREE**

**RETIREMENT BENEFITS**

1. This agreement is subject to all applicable requirements in the current version of Weber County Human Resources Policy 4-300: Insurance and Retirement Benefits.
2. If a federal or state law changes in a way that creates a conflict between this agreement and the new law, making it unlawful for the Parties to comply with this agreement, then the Parties will be bound by the terms of the new law, and the benefits described in this agreement will be administered in a way that complies with the new law.
3. Retiree will be paid for his remaining vacation leave at the time of retirement. At the time this agreement was drafted, the remaining vacation leave was approximately 315.94 hours, which amounts to $13,234.73.
4. Retiree will be paid for his remaining sick leave at the time of retirement. At the time this agreement was drafted, the remaining sick leave was approximately 58.59 hours, which amounts to $2,454.34.
5. Retiree is eligible for the County’s post-retirement insurance incentive, but Retiree has chosen to waive the medical portion of that benefit and continue dental coverage only. Retiree understands that this decision will be irrevocable after this agreement has been signed by both parties.
6. Subject to the other provisions of this agreement and the County’s retirement policy, the County shall pay a portion of Retiree’s monthly dental insurance premiums for up to 60 months. The baseline monthly amount to be used for the dental insurance benefit is the amount shown in the following table:

|  |  |
| --- | --- |
| Dental Select | County’s payment |
| Single | 26.81 |
| 2-party | 51.10 |
| Family | 76.66 |

If Retiree enrolls in a plan that is not listed, because the County either changes insurance providers or changes the plans that are offered, then the County’s new monthly payment will be the lesser of (1) the amount the County was paying before the change, or (2) the amount the County pays for new retirees on the new plan.

1. Retiree may receive up to 60 months of dental coverage pursuant to the County’s retirement policy, subject to the following conditions and limitations:
   1. Retiree shall be responsible to pay any premium amounts over the amounts shown in the tables.
   2. Retiree’s monthly premium payments are to be made as instructed by the County. Payment is due on the first day of the month for that month’s insurance premiums.  If no payment is received after a 30-day grace period, insurance coverage will be terminated on the next day.  For example, if Retiree’s July insurance premiums are due on July 1st, but no payment is received by July 30th, the insurance coverage will be terminated on July 31st.
   3. Retiree agrees that if at any time Retiree becomes eligible for dental insurance coverage through other employment, including re-employment with Weber County, which provides dental insurance coverage for a cost to Retiree of no more than the amount Retiree is paying under this agreement, the County’s obligation for the above referenced 60 months of dental coverage under this agreement is fully and completely terminated. Retiree agrees to notify the County immediately if Retiree becomes eligible for coverage under other employment. If Retiree fails to notify the County within 30 days of eligibility, Retiree hereby agrees to reimburse the County for the total cost of coverage the County has paid on Retiree’s behalf during any time Retiree was eligible for other insurance.
   4. Retiree agrees that if Retiree’s party status changes (e.g., from family to 2-party, etc.), Retiree will immediately notify Human Resources. If the status changes to a status with lower premium costs, then the County’s payment amounts from the tables above will be changed to the lower amounts shown in the tables for the new status. A change to a higher-premium party status will not result in an increase in the County’s monthly payment amounts, even if Retiree previously had the higher-cost party status (e.g., married, then single, then re-married). Retiree agrees that if Retiree fails to notify the County within 30 days of the change in party status, Retiree will pay the County the difference in cost between the coverages during the applicable time period.

**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 statements, 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 through a written amendment approved and 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 \_\_\_\_\_\_\_\_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS

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

Scott K. Jenkins, Chair

ATTEST:

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Ricky Hatch, CPA

Weber County Clerk/Auditor

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Human Resources Blaine Cutler

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