

RETIREMENT AND RELEASE AGREEMENT

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

RECITALS

The Parties recite and declare:

WHEREAS, Ward retired from Weber County in accordance with the State of Utah’s retirement program on January 1, 2018; and

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

WHEREAS, County is willing to make such an exception in accordance with the terms and conditions specified herein and recognizing Ward is an exempt employee;

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

Ward’s employment with Weber County will terminate effective at 5 p.m. on January 1, 2018. Thereafter Ward will no longer be a county employee and shall not entitled to any of the benefits of employment except as specified in this Agreement. Ward 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. Ward will be on the payroll for an additional three months beginning January 1, 2018 and continuing through March 31, 2018. In addition, Mr. Ward will receive compensation for three months of health and dental benefits or \$3,276.48.
- B. Ward may receive up to 60 months of health and dental coverage pursuant to the County’s retirement policy, subject to the following conditions and limitations:

- i. The County shall pay an amount no more than it pays for Ward's insurance as of January 1, 2018, which is \$1,074.91 per month. As insurance costs rise, Ward shall be responsible to pay any amount over the \$1,074.91 per month, which shall be paid for utilizing any remaining Credits. Further, Ward understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Ward 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 \$1,074.91 per month. Shared costs shall be in addition to any increase in cost of coverage over the \$1,074.91 per month. For example, if single insurance coverage costs \$1,200 in 2019, Ward shall be required to pay any shared premium in addition to the difference between \$1,074.91 and \$1,200 (\$125.09).
- ii. Ward 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 Ward 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. Ward agrees to notify the County immediately if Ward becomes eligible for coverage under other employment. If Ward 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 Ward's behalf during any time he was eligible for other insurance.
- iii. Ward agrees that should his family party status change to two-party or single-party he will immediately notify the Department of Human Resources of Weber County to effect the change. Ward 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.
- iv. This Agreement shall terminate at the end of the five year coverage period.

SECTION FOUR PAYMENT BY WARD

- A. Ward 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.
- B. Ward is entitled to receive up to 60 months of health and dental coverage pursuant to the County's retirement incentive policy. However, Ward has negotiated with County to forego such benefits in exchange for a \$60,000 health and dental benefit, which Ward may access in accordance with the County's personal health care reimbursement account policy.

**SECTION FOUR
RELEASE**

- A. In consideration of the payment set forth in Section Two, Ward and his heirs hereby release County, its officers, agents and employees from any and all claims, liabilities, promises, agreements, and lawsuits (including claims for attorney's fees, costs, back pay, front pay, benefits and punitive and compensatory damages) of any nature whatsoever, including those asserting individual liability and claims to payment or credit under the County's policies or benefit plans (except a claim for any vested pension benefit or workers compensation benefit), arising from or related to his employment with County and his separation from employment.
- B. Ward also releases County from any and all claims of race, color, sex, national origin, ancestry, religion, disability, age or other discrimination, harassment, or retaliation under the Utah Anti Discrimination Act, Section 34A-5-101 (and sections following) of the Utah Code Annotated, any similar or related statutes of Utah, Title VII of the Civil Rights Act of 1964, 42 USC. Section 2000e (and sections following), the Employee Retirement Income Security Act, 29 USC. Section 1001 (and sections following), the Reconstruction Era Civil Rights Act, 42 USC Section 1981 (and sections following), the Age Discrimination in Employment Act ("ADEA"), 29 USC Section 621 (and sections following), the Americans with Disabilities Act, 42 USC Section 12101 (and sections following), the Family and Medical Leave Act, 29 USC Section 2601 (and sections following), the Worker Adjustment and Retraining Notification Act, 29 USC Section 2100 (and sections following), and the amendments to such laws, as well as any related statute of Utah.
- C. Ward fully and completely releases County, its officers, agents and employees from any and all claims, liabilities, promises, agreements, and lawsuits (including claims for attorneys' fees, costs, back pay, front pay, benefits and punitive and compensatory damages) of any nature whatsoever whether based on a theory of breach of contract, promissory estoppel, wrongful termination, personal injury, defamation, loss of consortium, distress, humiliation, loss of standing and prestige, public policy, or any other tort, whether such claims are known or unknown, which Ward now has, or claims to have against County for circumstances arising out of or connected with his employment with County, his separation, or any other event or circumstance occurring prior to January 1, 2018, and also including any claims that may depend upon the identity (whether known or unknown to Ward) of County's selection of anyone to perform some or all of the duties formerly performed by Ward.
- D. Ward understands his rights, and has been advised, to discuss this Agreement with his private attorney.

**SECTION FIVE
MISCELLANEOUS**

Amendments. This agreement may be only be amended by the parties by a written amendment approved and signed by all Parties in the manner provided by law.

- A. 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.
- B. 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.
- C. 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.
- D. 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 January, 2018.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Ebert, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Human Resources
Date: _____

Christopher Ward
Date: _____