

RETIREMENT AGREEMENT

AGREEMENT made this 24^h day of February, 2022, by and between **Livingston County, Illinois**, (hereafter referred to as "County") and the **Livingston County Sheriff Tony O. Childress** (hereafter referred to as "Sheriff Childress"). The County and Sheriff are collectively referred to herein as the "Parties".

WHEREAS, the Sheriff has informed the County of certain personal medical issues which significantly impact the execution of duties and responsibilities of Livingston County Sheriff; and

WHEREAS, the County recognizes and acknowledges the 30 years of service that Tony Childress has given to Livingston County and its citizens; and

WHEREAS, approximately 9 months remains on Sheriff Childress' current term as Livingston County Sheriff; and

WHEREAS, the Parties agree it is in their respective best interests that Sheriff Childress retire prior to the expiration of his current term.

NOW THEREFORE, the parties agree that:

(1) Sheriff Childress hereby acknowledges that his retirement as Sheriff of Livingston County, Illinois shall be effective February 25th, 2022 at 9:00 a.m. This retirement shall be final, permanent and irrevocable;

(2) Livingston County will pay Sheriff Childress the equivalent of six (6) month's salary less appropriate tax withholdings and other applicable payroll deductions. This sum is above and beyond any payments he is entitled to receive for services performed for the current pay period ending March 6th, 2022. This payment shall be made on the next payroll following the receipt of this signed original of this Agreement;

(3) Livingston County will continue to provide those benefits (health, dental, vision, life, etc.) that Sheriff Childress has elected, for the same six (6) months previously described. Sheriff Childress will contribute the same amount as previously contributed through the final payroll deduction. Pursuant to the COBRA law, Sheriff Childress will be permitted to continue his health, dental and vision insurance coverage (if previously elected) beyond the six-month period, by paying the full premium;

(4) Sheriff Childress understands, due to his position as an elected official, he is not eligible for unemployment benefits.

(5) On February 25th, 2022, Sheriff Childress will return all property owned by Livingston County that is in his possession or control including but not limited to all keys, equipment, vehicles, cellular phones, other electronic equipment, computer software and hardware, files and all other documents related to Livingston County and the Livingston County Sheriff's Department;

(6) Sheriff Childress freely relinquishes and waives all possible claims against Livingston County which may have arisen from the time of employment through date of your signature of this agreement. "All Possible Claims" includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, The Civil Rights Act of 1991, the Illinois Human Rights Act, and all other federal, state, or local laws;

(7) Sheriff Childress acknowledges that he has had ample opportunity to review this agreement and consider it carefully, and that he fully understands and agrees to all of its terms;

(8) Sheriff Childress acknowledges that if it were not for this Agreement, he would not be legally entitled to the payments and benefits described in paragraphs two (2) and three (3) of this Agreement;

(9) In this Agreement, Livingston County shall also mean any or all of its related agencies, successors, assignees, employees, agents and directors. Sheriff Childress shall also mean any or all of his heirs, testators, agents, estates and representatives;

(10) **Entirety of Agreement:** The parties understand that this Agreement supersedes all prior agreements regarding the subject matter hereof, whether written or oral, among the parties and constitutes the entire agreement of the parties;

(11) **Authority of Representative:** The Parties warrant that the undersigned representatives are fully empowered and authorized to execute this Agreement and to bind their respective party.

(12) **Waiver:** Failure of either party to require strict performance by the other of any term or condition of this Agreement shall not be construed as a waiver of any other breach of any other term or condition of this Lease.

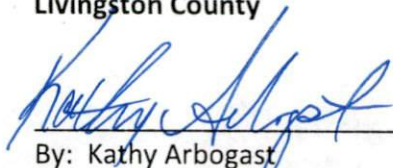
(13) **Miscellaneous:** The unenforceability, invalidity, or illegality of any part of this Agreement shall not render the remaining provisions unenforceable, invalid, or illegal;


(14) **Non-Admission:** This Agreement is being entered into solely for the purpose of a retirement settlement and shall not be construed as: (a) an admission by the County or Sheriff Childress of any (i) liability or wrongdoing, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement.

(15) **Non-Precedential Effect:** The Parties agree that This Agreement shall have no value as precedent for any future matter, claim or grievance, nor for any other purpose. Any future matter will be addressed on its own merits, without any reference to or consideration of this Agreement.

Livingston County

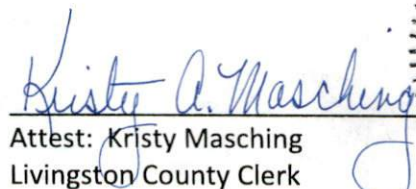
Sheriff Tony O. Childress





By: Kathy Arbogast
Livingston County Board Chairman

By: Tony O. Childress


Attest: Kristy Masching
Livingston County Clerk

