RETIREMENT INCENTIVE AGREEMENT

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

RECITALS

The parties recite and declare:

WHEREAS, Cragun retired from Weber County in accordance with the state's retirement program on September 20, 2019; and

WHEREAS, the Department of Human Resources has calculated the pay-outs and benefits Cragun is entitled to under the terms of the retirement and leave policies;

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

Cragun 's employment with Weber County terminated effective at 5 p.m. on September 20, 2019. Cragun is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Cragun 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. Cragun will be paid the amounts specified in paragraphs B through E subsequent to her retirement based on calculations made by the Department of Human Resources through September 20, 2019.

B. Cragun will be paid the vacation leave in her account of approximately 320 hours or $7,913.60.

C. Cragun will be paid the sick leave in her account of approximately 280 hours or $6,924.40.

D. Cragun will be paid her grandfathered leave in the amount of $3,196.94.

E. Cragun will be paid her comp leave payout of 162 hours or $4,006.26.

F. Cragun may also 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 Cragun's insurance as of September 20, 2019, which was $1,074.91 per month. As insurance costs rise, Cragun shall be responsible to pay any amount over the $1,074.91 per month. Further, Cragun understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Cragun 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 family party insurance coverage costs $1,100 in 2020, Cragun shall be required to pay any shared premium in addition to the difference between $1,074.91 and $1,100 ($25.09).

(ii) Cragun 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 Cragun 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. Cragun agrees to notify the County immediately if Cragun becomes eligible for coverage under other employment. If Cragun 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 Cragun's behalf during any time she was eligible for other insurance.

(iii) Cragun agrees that should her family party status change to two-party or single-party she will immediately notify the Department of Human Resources of Weber County to effect the change. Cragun 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) This Agreement shall terminate at the end of the five year coverage period.

SECTION FOUR
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 the parties.

B. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.

C. 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.

D. 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.

E. 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.

F. 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 August, 2019.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_____
Scott Jenkins, Chair

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

ATTEST:

_____
Ricky Hatch, CPA
Weber County Clerk/Auditor

_____
Human Resources
Date: 8/28/19

Kellie Lynn Cragun
Kellie Cragun
Date: 8/27/2019