

RETIREMENT INCENTIVE AGREEMENT

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

RECITALS

The parties recite and declare:

WHEREAS, Perry retired from Weber County in accordance with the state's retirement program on December 1, 2019; and

WHEREAS, the Department of Human Resources has calculated the pay-outs and benefits Perry 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 Perry 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

Perry's employment with Weber County terminated effective at 5 p.m. on December 1, 2019. Perry is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Perry 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. Perry 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 December 1, 2019.
- B. Perry will be paid the vacation leave in her account of approximately 227.14 hours or \$6,221.36.
- C. Perry will be paid the sick leave in her account of approximately 75.76 hours or \$2,102.18.
- D. Perry 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 Perry's insurance as of December 1, 2019, which was \$864.97 per month. As insurance costs rise, Perry shall be responsible to pay any amount over the \$864.97 per month. Further, Perry understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Perry 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 \$864.97 per month. Shared costs shall be in addition to any increase in cost of coverage over the \$864.97 per month. For example, if two-party insurance coverage costs \$1,000 in 2020, Perry shall be required to pay any shared premium in addition to the difference between \$864.97 and \$1,000 (\$135.03).
- (ii) Perry 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 Perry 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. Perry agrees to notify the County immediately if Perry becomes eligible for coverage under other employment. If Perry 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 Perry's behalf during any time she was eligible for other insurance.
- (iii) Perry agrees that should her two-party status change to single-party she will immediately notify the Department of Human Resources of Weber County to effect the change. Perry 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 November, 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: _____

Kimberly Perry
Date: _____