

## **RETIREMENT AGREEMENT**

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

### **RECITALS**

The Parties recite and declare:

**WHEREAS**, Pudlock retired from Weber County in accordance with the State of Utah’s retirement program on December 31, 2018; and

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

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

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

Pudlock’s employment with Weber County terminated effective at 5 p.m. on December 31, 2018. Pudlock is no longer a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Pudlock 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. Pudlock has been paid the amounts specified in subsections B, C and D based on calculations made by the Department of Human Resources through December 31, 2018.
- B. Pudlock has been paid her vacation leave of 320 hours, which equals \$10,313.60.

- C. Pudlock has been paid her sick leave of 280 hours, which equals \$9,024.40.
- D. Pudlock has been paid her grandfathered leave in the amount of \$10,924.91.
- E. Pudlock is retiring under the policy which provides up to five years of health and dental insurance coverage. However, such coverage extends only until the retiree reaches age 65. Pudlock will reach the age of 65 in December 2020, so Pudlock is eligible for 24 months of health and dental insurance. After that 24 months is expired, in accordance with the policy, Pudlock will receive an amount equivalent to 36 months of health and dental insurance premiums (at the rate in effect when Pudlock retires) which is \$31,139.28. This amount shall be credited to Pudlock's health and dental insurance credit account.
- F. Pudlock's 36 months of health and dental insurance coverage shall be subject to the following conditions and limitations:
  - (i) The County shall pay an amount no more than it pays for Pudlock's insurance as of December 31, 2018, which was \$864.98 per month. As insurance costs rise, Pudlock shall be responsible to pay any amount over the \$864.98 per month, which shall be paid for through any remaining credits. Further, Pudlock understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Pudlock 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 \$864.98 per month. Shared costs shall be paid for first with any available insurance credits. Shared costs shall be in addition to any increase in cost of coverage over the \$864.98 per month. For example, if two-party insurance costs coverage costs \$950 in 2019, Pudlock shall be required to pay any shared premium in addition to the difference between \$864.98 and \$950 (\$85.02).
  - (ii) Pudlock 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 Pudlock of no more than \$200 per month, the County's obligation for the above referenced 12 months of health and dental coverage under this Agreement is fully and completely terminated; provided however, that remaining unused sick leave credits in the health services account may be utilized as provided in the sick leave policy. Pudlock agrees to notify the County immediately if Pudlock becomes eligible for coverage under other employment. If Pudlock 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 Pudlock's behalf during any time she was eligible for other insurance.

- (iii) Pudlock 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. Pudlock 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) Unless sooner terminated pursuant to the terms of this Agreement, all coverage for Pudlock shall terminate at the end of the month in which she reaches age 65, or December 2020. At that time, Pudlock will be provided a health care credit benefit of \$31,139.28, which is the equivalent of 11 months of health and dental benefits in accordance with the retirement policy. Those credits, which total \$31,139.28 are credited to a personal health care reimbursement account and may be utilized as provided in the sick leave policy. Once the full amount is used in its entirety, this Agreement shall be terminated and of no further effect.

#### **SECTION FOUR PAYMENT BY PUDLOCK**

Pudlock 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.

#### **SECTION FIVE 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 all Parties in the manner provided by law.
- B. 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.
- C. 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.
- D. 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.

E. 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 February, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Scott Jenkins, Chair

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

\_\_\_\_\_  
Human Resources  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kathryn Pudlock  
Date: \_\_\_\_\_