

## **RETIREMENT INCENTIVE AGREEMENT**

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

### **RECITALS**

The Parties recite and declare:

**WHEREAS**, Fernelius will retire from Weber County in accordance with the State of Utah’s retirement program on July 1, 2021; and

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

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

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, County and Fernelius 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 five years after the date of the employee’s retirement. However, the relevant provisions of county policies will continue to apply even after the termination of this Agreement.

### **SECTION TWO EMPLOYMENT STATUS**

Fernelius’s employment with Weber County terminates effective at 5 p.m. on July 1, 2021. After that time, Fernelius will no longer be a county employee and is not entitled to any of the benefits of employment except as specified in this Agreement. Fernelius 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. In accordance with the Retirement Window Incentive offered by the County Commission in effect from January 1, 2021 through July 1, 2021, Fernelius will be paid the amounts specified in subsections B through D based on

calculations made by the Department of Human Resources through July 1, 2021.

- B. Fernelius will be paid the remaining vacation leave in her account of approximately 320 hours which amounts to \$12,057.60.
- C. Fernelius will also be paid her sick leave balance, which is approximately 280 hours, which equals \$10,550.40.
- D. Fernelius will also be paid her grandfathered leave in the amount of \$19,784.31.
- E. Fernelius 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. Fernelius will reach the age of 65 in November 2023, so Fernelius is eligible for only 28 months of health and dental insurance. After that 28 months is expired, in accordance with the policy, Fernelius will receive an amount equivalent to 32 months of health and dental insurance premiums (at the rate in effect when Fernelius retires) which is \$13,110.08. This amount shall be credited to Fernelius's health and dental insurance credit account.
- F. Fernelius's 28 months of health and dental insurance coverage shall be subject to the following conditions and limitations:
  - a. The County shall pay an amount no more than it pays for Fernelius's insurance as of July 1, 2021, which is \$409.69 per month. As insurance costs rise, Fernelius shall be responsible to pay any amount over the \$409.69 per month, which shall be paid for through any remaining credits. Further, Fernelius understands that if county employees are required to participate in the cost of insurance at any time this Agreement is in effect, Fernelius 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 \$409.69 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 \$409.69 per month. For example, if one-party insurance coverage costs \$500.00 in 2022, Fernelius shall be required to pay any shared premium in addition to the difference between \$409.69 and \$500.00.
  - b. Monthly premium payments are made to National Benefit Services (NBS). Payment is due on the first day of the month for that month's insurance premiums. If no payment is received after a 30-day grace period, NBS will terminate insurance coverage on the next day. As an example, a retiree's July insurance premiums are due on July 1st. If no payment is received by July 30th, insurance coverage will be terminated on July 31st. Retiree is responsible to timely pay his/her portion of monthly premiums in order to avoid coverage termination. Initial \_\_\_\_\_

- c. Fernelius 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 Fernelius of no more than \$200 per month, the County's obligation for the above referenced 28 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. Fernelius agrees to notify the County immediately if Fernelius becomes eligible for coverage under other employment. If Fernelius 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 Fernelius's behalf during any time she was eligible for other insurance.
  
- G. Retirement Incentive. In accordance with the Retirement Incentive Window in effect from January 1, 2021 through July 1, 2021, Fernelius will be paid 40 hours of incentive pay for every year with Weber County (27.83 years), or \$41,945.38. Incentive pay shall be paid out in a lump sum upon retirement unless otherwise agreed by the County.
  
- H. This Agreement is subject to all applicable requirements in the current version of Weber County Human Resources Policy 4-300: Insurance and Retirement Benefits. It is also subject to all applicable requirements in the Retirement Incentive Window memorandum dated October 6, 2020, including repayment requirements that may arise if the employee is rehired by Weber County.

**SECTION FOUR  
PAYMENT BY FERNELIUS**

Fernelius 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 June, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James "Jim" Harvey, Chair

ATTEST:

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

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

\_\_\_\_\_  
Fátima Fernelius  
Date: \_\_\_\_\_