

RETIREMENT AGREEMENT

This is a retirement agreement between Nealy Adams and Weber County. In this agreement, Adams is referred to as “Retiree,” Weber County is referred to as “County,” and Retiree and County together are referred to as “Parties.”

RECITALS

WHEREAS, Retiree will retire from employment with County in accordance with the State of Utah’s retirement program on February 16, 2023; and

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

NOW THEREFORE, County and Retiree agree as follows:

SECTION ONE AGREEMENT PERIOD

This agreement shall take effect on the date of Retiree’s retirement and shall continue until five years after the date of retirement. However, the relevant provisions of county policies will continue to apply even after the termination of this agreement.

SECTION TWO EMPLOYMENT STATUS

Retiree’s employment with County terminates effective at 5 p.m. on February 16, 2023. After that time, Retiree will no longer be a county employee and will not be entitled to any of the benefits of employment except as specified in this agreement. Retiree may be eligible for re-employment with County in accordance with state law, retirement regulations, and county ordinances and policies.

SECTION THREE RETIREMENT BENEFITS

- A. This agreement is subject to all applicable requirements in the current version of Weber County Human Resources Policy 4-300: Insurance and Retirement Benefits.
- B. If a federal or state law changes in a way that creates a conflict between this agreement and the new law, making it unlawful for the Parties to comply with this agreement, then the Parties will be bound by the terms of the new law, and the benefits described in this agreement will be administered in a way that complies with the new law.
- C. Retiree will be paid for his remaining sick leave at the time of retirement. At the time this agreement was drafted, the remaining sick leave was approximately 280 hours, which amounts to \$15,895.60.

D. Retiree will also be paid for the grandfathered leave in his account. At the time this agreement was drafted, the value was \$24,933.55.

E. Subject to the other provisions of this agreement and the County’s retirement policy, the County shall either pay a portion of Retiree’s monthly medical and dental insurance premiums for up to 60 months, or shall establish a health retirement account for Retiree, or a combination of the two. The baseline monthly amount to be used for the medical insurance benefit is the amount shown in the following table for the type of plan Retiree is enrolled in at the time of retirement:

Select Value Traditional	County’s monthly payment
Single	524.48
2-party	1234.96
Family	1496.24

Select Med Plus Traditional	County’s payment
Single	568.72
2-party	1338.56
Family	1621.28

Select Value HDHP	County’s payment
Single	496.80
2-party	1169.19
Family	1416.69

Select Med Plus HDHP	County’s payment
Single	539.46
2-party	1269.45
Family	1537.47

The baseline amount for the dental insurance benefit is shown in this table:

Dental Select	County’s payment
Single	28.49
2-party	48.20
Family	72.31

If Retiree enrolls in a plan that is not listed, because the County either changes insurance providers or changes the plans that are offered, then the County’s new monthly payment will be the lesser of (1) the amount the County was paying before the change, or (2) the amount the County pays for new retirees on the new plan.

F. If under the age of 65 at the time of retirement, Retiree may receive up to 60 months of health and dental coverage pursuant to the County’s retirement policy, subject to the following conditions and limitations:

- a. Retiree shall be responsible to pay any premium amounts over the amounts shown in the tables.
- b. Retiree's monthly premium payments are to be made as instructed by the County. 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, insurance coverage will be terminated on the next day. For example, if Retiree's July insurance premiums are due on July 1st, but no payment is received by July 30th, the insurance coverage will be terminated on July 31st.
- c. Retiree agrees that if at any time Retiree becomes eligible for insurance coverage through other employment, including re-employment with Weber County, which provides health insurance coverage for a cost to Retiree of no more than \$350 per month for the medical portion of the insurance, the County's obligation for the above referenced 60 months of health and dental coverage under this agreement is fully and completely terminated. Retiree agrees to notify the County immediately if Retiree becomes eligible for coverage under other employment. If Retiree fails to notify the County within 30 days of eligibility, Retiree hereby agrees to reimburse the County for the total cost of coverage the County has paid on Retiree's behalf during any time Retiree was eligible for other insurance.
- d. Retiree agrees that if Retiree's party status changes (e.g., from family to 2-party, etc.), Retiree will immediately notify Human Resources. If the status changes to a status with lower premium costs, then the County's payment amounts from the tables above will be changed to the lower amounts shown in the tables for the new status. A change to a higher-premium party status will not result in an increase in the County's monthly payment amounts, even if Retiree previously had the higher-cost party status (e.g., married, then single, then re-married). Retiree agrees that if Retiree fails to notify the County within 30 days of the change in party status, Retiree will pay the County the difference in cost between the coverages during the applicable time period.
- e. Retiree agrees that if Retiree's medical insurance plan changes (e.g., during open enrollment), Retiree will immediately notify Human Resources. If Retiree changes to a plan with a lower premium cost listed in the tables above, then the County's payment amount will be changed to the lower amount shown in the tables for the new plan. A change to a higher-premium plan will not result in an increase in the County's monthly payment amount, even if Retiree previously had the higher-cost plan. Retiree agrees that if Retiree fails to notify the County within 30 days of the change in plan, Retiree will pay the County the difference in cost between the coverages during the applicable time period.

- G. If Retiree is under 65 at the time of retirement but turns 65 before reaching the end of the five-year period of this agreement, then health and dental coverage may continue until age 65, and then the County will establish a health retirement account for Retiree, to be administered as determined by County. This is not an account with funds deposited into it. Rather, Retiree will be reimbursed for approved qualifying medical expenses that are submitted to the account administrator, subject to the following conditions and limitations:
- a. The maximum amount available shall equal the total of what the County's remaining medical insurance premium contributions would be if it were to pay the premiums for the full the five-year period. For example, if the County were paying \$1025.64 per month at the time Retiree turned 65, and if Retiree still had 20 months left in the five-year period, then the maximum amount available in the health retirement account would be \$20,512.80. (20 x \$1025.64)
 - b. To be reimbursed, Retiree must submit the qualifying medical expense to the account administrator on or before the five-year anniversary of retirement.
 - c. Retiree agrees that if at any time after reaching age 65, Retiree becomes eligible for insurance coverage through other employment, including re-employment with Weber County, which provides health insurance coverage for a cost to Retiree of no more than \$350 per month for the medical portion of the insurance, the health retirement account benefit will be discontinued and will not be reinstated for any reason. Reimbursements will only be available for qualified medical expenses incurred before Retiree became eligible for insurance coverage. Retiree agrees to notify the County immediately if Retiree becomes eligible for coverage under other employment. If Retiree fails to notify the County within 30 days of eligibility, Retiree hereby agrees to reimburse the County for the total cost of coverage the County has paid on Retiree's behalf during any time Retiree was eligible for other insurance.
 - d. The health retirement account is not inheritable or otherwise transferable, and it will be discontinued if Retiree passes away before the end of the five-year period. However, Retiree's estate may be reimbursed for qualifying medical expenses that were incurred by Retiree before Retiree's death, up to the amount available in the account.
- H. If Retiree is already 65 or older at the time of retirement, then instead of continuing health and dental coverage, the County will establish a health retirement account for Retiree. The County will also do this if Retiree elects to receive a health retirement account instead of health and dental coverage, as allowed by policy or an incentive program. The health retirement account will be governed by the same provisions as listed in the previous section, above. If applicable, the amount for Retiree's health retirement account will be \$94,113.

**SECTION FOUR
PAYMENT BY RETIREE**

Retiree shall pay the County any amount due under this agreement within 30 days of notification by County. Payment for failure to notify of a change in status or eligibility for other coverage shall be due within 30 days. The County may establish the terms for other types of payment.

**SECTION FIVE
MISCELLANEOUS**

- A. Amendments. This agreement may be amended 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 statements, 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 through a written amendment approved and 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 December, 2022.

BOARD OF COUNTY COMMISSIONERS

By _____
Scott Jenkins, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Human Resources
Date: _____

Nealy Adams
Date: _____