**SEVERENCE AGREEMENT**

This Severance Agreement (the “Agreement”) is made and entered into by and between Weber County (“County”) and Kevin McLeod (hereinafter “McLeod”).

**RECITALS**

 **WHEREAS,** McLeod has determined that he leave his employment with Weber County on December 31, 2017; and

 **WHEREAS,** McLeod is an exempt employee and not subject to the same provisions as a career service employee; and

 **WHEREAS,** McLeod has met with his department director and human resources and has negotiated an agreement which will result in a savings to the County; and

**WHEREAS,** County is willing to offer McLeod 18 months of continued health and dental coverage as more fully specified herein;

 **NOW, THEREFORE,** in consideration of the mutual promises herein contained, the parties agree and covenant as follows:

**SECTION ONE**

**COMPENSATION AND TERMINATION DATE**

A. In consideration of the payment of the severance benefits specified in Section Two, McLeod acknowledges and agrees to and to be bound by all the promises and covenants contained in this Agreement.

B. McLeod understands and agrees that his employment with the County will terminate effective at 5 p.m. on December 31, 2017. After that date McLeod will no longer be an employee or representative of County.

**SECTION TWO**

 **COUNTY’S OBLIGATIONS**

In exchange for the promises and releases of McLeod contained in this Agreement, County agrees to continue McLeod’s health and dental benefits (as now provided) for a period of 18 months, or through June 2019.

**SECTION THREE**

**RELEASE**

A. In consideration of the payment set forth in Section Two, McLeod and his heirs hereby release County, its officers, agents and employees from any and all claims, liabilities, promises, agreements, and lawsuits (including claims for attorney’s fees, costs, back pay, front pay, benefits and punitive and compensatory damages) of any nature whatsoever, including those asserting individual liability and claims to payment or credit under the County’s policies or benefit plans (except a claim for any vested pension benefit or workers compensation benefit), arising from or related to her employment with County and her separation from employment.

B. McLeod also releases County from any and all claims of race, color, sex, national origin, ancestry, religion, disability, age or other discrimination, harassment, or retaliation under the Utah Anti Discrimination Act, Section 34A-5-101(and sections following) of the Utah Code Annotated, any similar or related statutes of Utah, Title VII of the Civil Rights Act of 1964, 42 USC. Section 2000e (and sections following), the Employee Retirement Income Security Act, 29 USC. Section 1001 (and sections following), the Reconstruction Era Civil Rights Act, 42 USC Section 1981 (and sections following), the Age Discrimination in Employment Act (“ADEA”), 29 USC Section 621 (and sections following), the Americans with Disabilities Act, 42 USC Section 12101 (and sections following), the Family and Medical Leave Act, 29 USC Section 2601 (and sections following), the Worker Adjustment and Retraining Notification Act, 29 USC Section 2100 (and sections following), and the amendments to such laws, as well as any related statute of Utah.

C. McLeod fully and completely releases County, its officers, agents and employees from any and all claims, liabilities, promises, agreements, and lawsuits (including claims for attorneys’ fees, costs, back pay, front pay, benefits and punitive and compensatory damages) of any nature whatsoever whether based on a theory of breach of contract, promissory estoppel, wrongful termination, personal injury, defamation, loss of consortium, distress, humiliation, loss of standing and prestige, public policy, or any other tort, whether such claims are known or unknown, which McLeod now has, or claims to have against County for circumstances arising out of or connected with his employment with County, his separation, or any other event or circumstance occurring prior to the revocation date for this Agreement, and also including any claims that may depend upon the identity (whether known or unknown to McLeod) of County’s selection of anyone to perform some or all of the duties formerly performed by McLeod.

D. McLeod understands his rights, and has been advised, to discuss this Agreement with his private attorney.

**SECTION FOUR**

**GENERAL**

A. This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with McLeod. This Agreement may be amended or modified only in writing signed by the parties hereto.

B. No waiver with respect to any provision of this Agreement shall be effective unless in writing. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent breach.

C. The section headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of County, and McLeod, his heirs and personal representatives.

E. McLeod acknowledges that:

 (i) he has not been pressured, coerced, or otherwise forced Agreement and he is entering into this Agreement voluntarily;

 (iii) he has not relied upon any statement or promise made by County that is not contained in this Agreement;

 (iv) he understands this Agreement;

 (v) he understands and intends that this Agreement fully and completely releases County from any claims he may have; and

 (vi) the benefit he is to receive from County exceeds amounts he is owed under any policy of, or contract he may have had with, County, and constitutes consideration to which he is not otherwise entitled.

F. The laws of the State of Utah shall govern this Agreement without giving effect to the conflicts of law provisions thereof.

 DATED this \_\_\_\_\_ day of October, 2017.

 BOARD OF COUNTY COMMISSIONERS

 OF WEBER COUNTY

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 James Ebert, Chair

 Commissioner Ebert voted \_\_\_\_\_\_

 Commissioner Gibson voted \_\_\_\_\_\_

 Commissioner Harvey voted \_\_\_\_\_\_

ATTEST:

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Ricky Hatch, CPA

Weber County Clerk/Auditor

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Kevin McLeod Attorney for Michael McLeod

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_