

SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

This is a severance agreement between Weber County and Ross Reeder. It takes effect as soon as both parties have signed it below.

RECITALS

WHEREAS, Reeder has been employed by Weber County as Director of Sales and Marketing for the Ogden Eccles Conference Center and Peery's Egyptian Theater; and

WHEREAS, Reeder has decided to terminate his employment with the County; and

WHEREAS, the parties recognize the mutual benefit of the terms of this agreement;

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

I. REEDER'S OBLIGATIONS

- A. Reeder hereby resigns his employment with the County, effective at 5:00 p.m. on March 17, 2021.
- B. Reeder agrees to the release of claims stated in part III of this agreement.
- C. Reeder certifies that he will deliver to the County or cause to be delivered to the County, on or before March 18, 2021, the following:
 1. All County equipment, including but not limited to software, cell phones, pagers, weapons, etc., and all documents or other tangible materials, whether originals, copies, or abstracts, and including, without limitation, books, records, manuals, files, training materials, calling or business cards, correspondence, computer printout documents, contracts, orders, messages, phone and address lists, memoranda, notes, work papers, agreements, drafts, invoices and receipts, which in any way relate to County business and were furnished to Reeder by the County or were prepared, compiled, used, or acquired by the County, excluding personal items paid for by Reeder.
 2. All keys, badges, passwords, and access codes for County premises, facilities, and equipment, including, without limitation, vehicles, offices, desks, storage cabinets, safes, data processing systems, and communications equipment. The above reference shall include any personal property, equipment, or documents prepared, used, or acquired by Reeder with County funds while he was employed by the County, excluding personal items paid for by Reeder.

3. All money owed by Reeder to the County for any reason.
- D. Reeder will be responsible to determine his tax liability for payments made under this agreement and to pay any applicable taxes.

II. COUNTY'S OBLIGATIONS

- A. The County will pay Reeder \$19,948.80, which is the equivalent of 480 hours of compensation, and which is not otherwise owed to Reeder under any policy or obligation of the County.
- B. The County will pay Reeder any other payment that he is entitled to under County policy.
- C. The County will pay Reeder \$3,226.71 as the equivalent of three months of employer premiums for health and dental insurance, which is not otherwise owed to Reeder under any policy or obligation of the County.
- D. The County will comply with applicable laws governing the release of information about Reeder.

III. GENERAL RELEASE OF CLAIMS

- A. In consideration of the payment set forth in this agreement, Reeder, on behalf of himself and his heirs and estate, hereby releases the County, its officers, agents, and employees from all claims, liabilities, promises, agreements, and lawsuits arising from or related to his employment with the County, his separation from employment, or the County's exercise of its rights or obligations under this agreement.
- B. This release includes claims of any nature whatsoever, including attorney's fees; costs; back pay, front pay, and benefits; punitive and compensatory damages; claims asserting individual liability; 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); claims related to compliance with applicable laws governing the disclosure of information about Reeder; breach of contract; and tort.
- C. This release includes all claims of race, color, sex, national origin, ancestry, religion, disability, 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 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 Utah or federal statute.

- D. This release includes all claims, whether they currently exist or arise in the future, and whether such claims are currently known or unknown to Reeder.
- E. This release also includes all age-related claims, including claims under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and other federal and state age discrimination laws. However, the release of age-related claims under federal law is effective only for rights and claims that arose before Reeder signed this agreement.

IV. GENERAL

- A. This agreement constitutes the entire agreement and understanding of the parties regarding its subject matter and supersedes all prior agreements, arrangements, oral representations, and understandings. This agreement may be amended only by a writing signed by both parties.
- B. No waiver with respect to any provision of this agreement shall be effective unless in writing. The waiver by either party 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. This agreement does not constitute an admission by the County of any liability, violation of law, or other wrongdoing.
- D. This agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- E. The County advises Reeder to consult with an attorney before accepting this agreement.
- F. Reeder has 21 days to consider this offer and decide whether or not to accept it.
- G. Reeder may revoke his signature and acceptance of this agreement at any time within seven days after signing it. Neither party will be bound by the terms of this agreement until seven days have passed after Reeder's signature, without revocation.
- H. Reeder acknowledges that:
 - a. he has not been pressured, coerced, or otherwise forced into this agreement, and he is entering into this agreement voluntarily;
 - b. he has not relied upon any statement or promise made by the County that is not contained in this agreement;

- c. he understands this agreement;
- d. he understands and intends that this agreement fully and completely releases the County from any claims he may have, as stated above; and
- e. he understands his right, and has been advised, to discuss this agreement with a private attorney.

I. The laws of the State of Utah shall govern this agreement.

DATED this ____ day of _____, 20__.

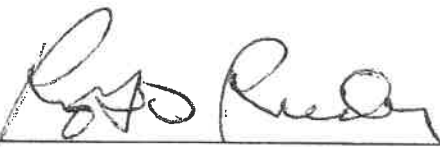
BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. "Jim" Harvey, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor



Ross Reeder

Date: 3/17/2021

Date delivered to Reeder for consideration: 3/10/2021

Delivered by: Sarah Swan

How delivered: Email