

SEVERENCE AGREEMENT

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

RECITALS

WHEREAS, Larsen has determined that he will leave his employment with Weber County on _____; and

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

WHEREAS, Larsen has met with his department director and human resources and has negotiated this agreement;

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, Larsen acknowledges and agrees to and to be bound by all the promises and covenants contained in this Agreement.
- B. Larsen understands and agrees that his employment with the County will terminate effective at 5 p.m. on _____. After that date Larsen will no longer be an employee or representative of County.

**SECTION TWO
COUNTY’S OBLIGATIONS**

- A. In exchange for the promises and releases contained in this Agreement, County agrees to compensate Larsen pursuant to the County’s normal pay process, including standard withholdings, for a period of three months.
- B. County agrees to compensate Larsen in a lump sum for health and dental credits equivalent to three months benefits (\$3,265.36).

**SECTION THREE
RELEASE**

- A. In consideration of the payment set forth in Section Two, Larsen 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 his employment with County and his separation from employment.

- B. Larsen 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. Larsen 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 Larsen 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 January ____, 2018, and also including any claims that may depend upon the identity (whether known or unknown to Larsen) of County’s selection of anyone to perform some or all of the duties formerly performed by Larsen.
- D. Larsen 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 Larsen. 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 Larsen, his heirs and personal representatives.
- E. Larsen acknowledges that:
- (i) he has not been pressured, coerced, or otherwise forced to sign this Agreement and he is entering into this Agreement voluntarily;
 - (ii) he has not relied upon any statement or promise made by County that is not contained in this Agreement;
 - (iii) he understands this Agreement;
 - (iv) he understands and intends that this Agreement fully and completely releases County from any claims he may have; and
 - (v) 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;
 - (vi) he has had at least 21 days to consider this agreement, not counting immaterial changes.
- F. The laws of the State of Utah shall govern this Agreement without giving effect to the conflicts of law provisions thereof.
- G. The parties and agree and understand that Larsen has seven days to revoke this Agreement after he signs it, and that the Agreement will not become effective or enforceable until that seven day period has passed.
- H. County will not disparage Larsen's performance or otherwise take any action which could reasonably be expected to adversely affect Larsen's professional reputation. Larsen agrees that he will not disparage in any respect whether written or oral, or otherwise take any action which could reasonably be expected to adversely affect the county including its officers, and employees.

DATED this ____ day of January, 2018.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Ebert, Chair

Commissioner Ebert voted _____
Commissioner Gibson voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Date

Douglas Larsen