

## **SEVERANCE AND RELEASE AGREEMENT**

In consideration of the mutual promises contained herein, Sue Wilber and the Benton County Board of Supervisors, have reached the following Severance and Release Agreement ("Agreement"). In this Agreement, "Employee" refers to Wilber and "Employer" refers to the Benton County Board of Supervisors collectively the Employee and Employer are referred to as the "Parties."

1. Employee acknowledges that execution of this Agreement constitutes Employee's severance from employment on August 16, 2024. As of the effective date of severance, Employee shall be immediately and completely relieved of any and all duties and responsibilities formerly assigned to her in any capacity with Employer. Employer will pay Employee the salary and benefits earned through the effective date of her resignation.

2. After the expiration of the revocation period contained in Paragraph 17, the Employer will pay Employee a lump sum payment of One Hundred Forty Thousand dollars (\$140,000.00); a salary continuation, less normal withholding (not to include insurance benefits), through October 15, 2024, on Employer's regular pay dates; a health insurance benefit continuation through October 15, 2024; a lump sum payment, less normal withholding, for all accrued but unused vacation days, and; payment of tuition in the Leadership Iowa program. Employer agrees it will not contest Employee's application for unemployment benefits. The Parties further agree that Employer shall pay the lump sum payment of \$140,000 without any deductions or withholdings. Such payment shall be delivered to Employee's attorney no later than August 30, 2024.

3. Employee acknowledges that the payments and provisions set forth in Paragraph 2 exceed the amounts Employer is required to pay or provide under its generally applicable policies and procedures. The payments and provisions set forth in Paragraph 2 shall constitute full compensation to Employee for any and all sums owing her by Employer, from any source whatsoever.

4. Employee states that she has not previously filed or joined in any complaints or charges or lawsuits against Employer with any governmental agency or court of law. Employee agrees to fully release Employer, any related, subsidiary or affiliated entities, past and present, any past and current member of the Board of Supervisors of Benton County or any such entities, the employees, agents, representatives, officers, elected officials, attorneys, insurers and consultants of Benton County, Iowa, or any such entities, and their heirs, executors, administrators, successors and assigns, from any and all claims and demands Employee may have based on Employee's employment with Employer or the termination of that employment. This includes a release of any rights or claims Employee may have under Title VII of the Federal Civil Rights Act; the Iowa Civil Rights Act, Police Officer's Bill of Rights or any other federal, state or local laws, ordinances, regulations or Executive Orders prohibiting employment discrimination. This also includes a release by Employee of any claims for attorneys' fees, wrongful discharge, or claims based upon tort or contract, statute or common law. This release

covers both claims that Employee knows about and those she may not know about, and is binding upon her and her dependents, representatives, successors, assigns and heirs. Employee also represents that she has not pledged, given or sold any portion of any claim discussed in this Agreement to anyone else. Employee agrees that she has been paid all monies owed to her due to her employment with Employer and that she is not aware of any injury she has sustained due to her work for Employer.

The Employer agrees to fully release Employee and her heirs, executors, administrators, successors and assigns, from any and all claims and demands Employer may have based on Employee's employment with Employer. This release covers both claims that Employer knows about and those it may not know about, and is binding upon Employer, any related, subsidiary or affiliated entities, past and present, any past and current member of the Board of Supervisors of Benton County or any such entities, the employees, agents, representatives, officers, elected officials, attorneys, insurers and consultants of Benton County, Iowa, or any such entities, and their heirs, executors, administrators, successors and assigns.

5. In addition to the claims released in Paragraph 4, Employee agrees to fully release Benton County, Iowa, any related subsidiary or affiliated entities, past and present, any past and current member of the Board of Supervisors of Employer, or any such entities, the employees, agents, representatives, officers, attorneys, insurers and consultants of Employer, or any such entities, and their heirs, executors, administrators, successors and assigns, from any and all claims or demands Employee may have based on Employee's employment with Employer or the termination of that employment based upon the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act. Employee represents that if any agency or commission brings any type of claim or action based upon employee's employment with Employer, Employee agrees to forgo any monetary compensation that may be awarded.

6. The Parties promise never to file a lawsuit or agency proceeding asserting any claims that are released in Paragraphs 4 and 5.

7. Employer and Employee make and enter into this Agreement to settle all potential disputes and to avoid the costs of litigation. By making this Agreement, neither Employer nor Employee admit that they have done anything wrong, and each specifically disclaims any liability to or discrimination against the other on the part of themselves, their employees or affiliates, agents or representatives.

8. This Agreement does not waive any rights or claims that Employer or Employee may have which arise after the date she signs this Agreement.

9. If either Party breaks the promise in Paragraph 4 or 5 of this Agreement and files a claim, charge, complaint or lawsuit based on legal claims that are released, the Party breaking the promise will pay for all reasonable costs incurred by the non-breaking Party or any released person or entity, including reasonable attorneys' fees, in defending against the claim.

10. Employee agrees that she shall return any and all documents, files, or other written graphic, pictorial, or recorded materials, whether auditory or visual, as well as any and all physical equipment, materials, or supplies reasonably construed as property of Benton County, Iowa, or any of its affiliates or companies, on or before her termination date from active employment.

11. Employee agrees that she shall not impart to any other person or entity any Confidential Information acquired or produced by her during the course of her tenure of employment or consultation with Employer, except by court order or other legal requirements.

12. With respect to employment references, Employer agrees to indicate her date of hiring, date of severance, positions held with Employer, and final rate of pay with the Employer.

13. Employee shall be entitled to retain any and all personal belongings from her office upon her departure from employment. Employee will not come onto the Employer's premises without permission of Employer other than as a member of the public.

14. Employee acknowledges that she was offered a period of at least twenty-one (21) calendar days to consider this Agreement. Upon acceptance, this Agreement should be signed and returned to the Benton County Attorney.

15. Employee is advised to consult with an attorney before signing this Agreement. Employee understands that whether or not to do so is Employee's decision. Employee agrees, however, that Employer shall not be required to pay any of her attorneys' fees in this or any related matter or lawsuit, now or later, and that the settlement monies referred to in Paragraph 2 are full and complete settlement of all matters between Employee and Employer, including but not limited to attorneys' fees and costs.

16. Employee agrees that she is knowingly and voluntarily entering into this agreement with the Employer after consulting with her attorney. Employee further acknowledges that she understands and has participated in the negotiation of this severance agreement.

17. Employee may revoke this Agreement within seven (7) calendar days of signing it. Revocation can be made by delivering a written notice of revocation to the Benton County Attorney. For such revocation to be effective, notice must be received no later than 5:00 p.m. on the seventh calendar day after Employee signs the Agreement. If Employee revokes this Agreement, it shall not be effective or enforceable and Employee will not receive any of the benefits described in Paragraph 2.

18. This is the whole Agreement between Employee and Employer. No promises or oral or written statements upon which Employee has been told to rely have been made to her other than those in this Agreement including any Employment. If any portion of this Agreement is found to be unenforceable, then both Employee and Employer desire that all other portions that can be separated from it or appropriately limited in the scope shall remain fully valid and

enforceable. Each party also agrees that, without receiving further consideration, it will sign and deliver such documents and do anything else that is necessary in the future to make provisions of this Agreement effective.

19. This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced and governed by the laws of the State of Iowa.

**\*\*THE REMAINDER OF THIS PAGE IS LEFT BLANK\*\***

**EMPLOYEE ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT,  
UNDERSTANDS IT, AND IS VOLUNTARILY ENTERING INTO IT.**

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE  
OF ALL KNOWN AND UNKNOWN CLAIMS.**

*Sue Wilber*

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**SUE WILBER, EMPLOYEE**

08/15/2024

Date

By:   
Rick Primmer  
8655EE14DF11484...

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**BENTON COUNTY, IOWA**

8/15/2024

Date