SEVERANCE AGREEMENT AND WAIVER AND RELEASE OF ALL CLAIMS

This Severance Agreement, Waiver and Release of Claims ("Agreement") is made and entered into by and between **JEFF WILKINS** ("Employee") and his Employer, the **COUNTY OF KENDALL**, State of Illinois, a unit of local government ("Employer") on this 8th day of May, 2017. In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Employee and Employer agree as follows:

1. **Separation of Employment.** Immediately after all parties' execution of this Agreement, Employee shall tender his voluntary resignation of employment to the Employer. Employee's last day of employment with Employer shall be May 9, 2017 ("the separation date").

2. **Consideration.** In consideration for Employee's acceptance of this Agreement and knowing and voluntary waiver of claims as set forth below in this Agreement:

   a. **Discretionary, Paid Leave of Absence:** The parties agree that Employee's last day of work performed as the Kendall County Administrator was May 3, 2017. Employee shall be paid for all time worked from May 1, 2017 through May 3, 2017 in accordance with applicable state and federal laws and in accordance with the Employer's regular payroll schedule. In consideration for Employee's execution of this Agreement and knowing and voluntary waiver of claims, Employer will provide to Employee a discretionary, paid leave of absence for Employee's absences from work on May 4, 5, 8 and May 9th (hereinafter referred to as "discretionary leave"). The Employer shall pay to Employee the discretionary leave in the amount of One Thousand Eight Hundred Ninety One Dollars and Fifty Six Cents ($1,891.56), less all required payroll withholdings, at the rate of pay which existed on the Employee's separation date. The discretionary leave payment shall be paid to Employee in one check payable to "Jeff

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Wilkins" on the Employer's next regularly scheduled payroll date after the Effective Date of this Agreement (as defined in Paragraph 12(e) below).

b. **Severance Pay.** The Employer shall pay to Employee severance pay in the amount of Forty Nine Thousand Six Hundred Fifty Three Dollars and Sixty Five Cents ($49,653.65), less all required payroll withholdings, which is equal to 105 days of Employee's salary at the rate of pay which existed on the Employee's separation date. The severance pay set forth in this Paragraph 2(a) shall be paid to Employee in one check payable to "Jeff Wilkins" on the Employer's next regularly scheduled payroll date after the Effective Date of this Agreement (as defined in Paragraph 12(e) below).

c. **Health and Dental Insurance Premiums.** Health and dental insurance coverage for Employee and his qualifying dependents will cease following Employee's separation date. Thereafter, Employee will be provided an opportunity to continue health and dental insurance coverage for himself and his qualifying dependents under the Employer's group health and dental plans in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Under COBRA, Employee may be responsible for paying up to 102% of the total cost of the monthly premiums for this continued group health and dental insurance coverage for Employee and his qualifying dependents. However, in consideration for Employee's acceptance of this Agreement and Employee's knowing and voluntary waiver and release of all claims as set forth in this Agreement, the Employer agree to pay all of Employee's monthly health and dental insurance premiums pursuant to the terms of this Agreement for a period of three (3) consecutive months commencing on the day after Employee's separation date on May 9, 2017 through August 9, 2017 (hereinafter referred to as "the severance period"). The

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Employer's premium payments made during the severance period shall be pursuant to the following terms and conditions:

i. During the severance period, the Employer shall pay One Thousand Seven Hundred Eighteen Dollars and Zero Cents ($1,718.00) per month to be paid directly to the Employer's group health insurance carrier for the total monthly premium cost for continued health insurance coverage for Employee and his qualifying dependents under Kendall County's group health insurance plan.

ii. During the severance period, the Employer shall pay One Hundred Five Dollars and Forty Eight Cents ($105.48) per month to be paid directly to the Employer's group dental insurance carrier for the total monthly premium cost for continued dental insurance coverage for Employee and his qualifying dependents under the Employer's group dental insurance plan.

iii. If, at any time during the severance period, Employee and his qualifying dependents become enrolled in alternative health and/or dental insurance coverage, the Employee is obligated to notify the Employer of said enrollment and the effective coverage date(s). The Employer's obligation to pay the applicable insurance premiums for continued health and dental insurance coverage for Employee and his qualifying dependents under Kendall County's group health and dental insurance plans shall immediately cease when Employee and his qualifying dependents become enrolled in alternative health and/or dental insurance coverage. Employee shall be responsible for reimbursing the Employer for all premium amounts paid after Employee and his qualifying dependents became enrolled in the alternative insurance coverage.

iv. After the severance period concludes, Employee shall be responsible for the total cost of all premiums for Employee's and Employee's qualifying dependents' remaining COBRA coverage under the Employer's group health and dental insurance plans.

d. **Neutral Reference**. In response to a request for a reference for Employee, the Employer agrees to only provide Employee's dates of employment, position held and Employee's salary history. Employee ~~shall~~ may direct ~~all~~ requests for references to the Chairperson of the Kendall County Board, or other members of the County Board. JG 5-8-17

e. **Waiver of Claims.** In consideration for Employee's acceptance of this Agreement and knowing and voluntary waiver of claims as set forth below in this Agreement, the Employer, hereby fully and unconditionally releases Employee from any and all claims, damages, losses, costs, expenses (including, but not limited to experts' fees and

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attorneys' fees), liabilities, judgments, claims, lawsuits, liens, proceedings and causes of action, known and/or unknown, direct and/or indirect that the Employer, may have or may have had against Employee for acts performed by Employee in his official capacity as Kendall County Administrator.

All of the provisions of Paragraph 2 above shall have no force and effect if Employee revokes this Agreement during the revocation period as provided in Paragraph 12(e) below.

3. **Payout of Accrued Vacation Days**. At Employee's separation date, Employee has twenty-seven (27) days of accrued, paid vacation time earned. Pursuant to the Employer's policies and applicable state law, the Employer shall pay to Employee the amount of Twelve Thousand Seven Hundred Sixty Eight Dollars and Three Cents ($12,768.03), less all required payroll withholdings, which is equal to the 27 days of accrued vacation at the rate of pay which existed on the Employee's separation date. The payout of accrued vacation shall be paid to Employee in a check payable to "Jeff Wilkins" on the Employer's next regularly scheduled payroll date after the Effective Date of this Agreement (as defined in Paragraph 12(e) below).

4. **Attorneys' Fees and Costs.** Each party to this Agreement agrees that they shall bear their own costs, experts' fees and attorneys' fees in connection with the negotiation and execution of this Agreement, the claims released herein, and any matters occurring prior to the date of execution of this Agreement. Furthermore, in exchange for all of the consideration identified in Paragraph 2 above, Employee hereby fully and unconditionally releases Employer and its board members, elected officials, insurers, officers, directors, attorneys, agents, employees, insurers, successors, and assigns (collectively hereinafter referred to as "Releasees") from any and all claims, damages, losses, costs, expenses (including, but not limited to experts' fees and attorneys' fees), liabilities, judgments, claims, lawsuits, liens, proceedings and causes of action, known and/or unknown, direct and/or indirect that Employee may have or may have had against Releasees relating to or arising out of Employee's

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employment and termination of employment with Employer, but excepting from this release any claim to enforce the terms of this Agreement.

In the event that that a lawsuit is filed against Employee for alleged acts performed by Employee in his official capacity as Kendall County Administrator, Employer shall be responsible for providing Employee with legal representation to the extent permitted by law. Employer does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this paragraph.

5. **Tax Indemnification.** No representation has been made by Employer as to the appropriate tax treatment of any of the payments it is making to Employee or on him behalf pursuant to the terms of the Agreement. Employee indemnifies and holds Releasees harmless from and against, any interest, penalties or taxes as a result of Employee's failure to properly report and pay any taxes due on any of the payments set forth in Paragraphs 2 and 3 of this Agreement.

6. **Return of Property.** Prior to receiving the consideration set forth in Paragraph 2 above, Employee agrees to return to Employer all property, including without limitation, the Employer's cellular telephone and laptop; all reports, files, memoranda, records, computer hardware and software; Employer issued credit cards; all door and file keys for Employer property; computer and voicemail access codes; computer disks and instructional manuals; and any other physical or personal property which Employee received or prepared or helped prepare in connection with him employment with Employer, and that Employee will not make or retain any copies, duplicates, reproductions or excerpts thereof, except that Employee may retain only for his personal use one (1) duplicate copy of Employee's contacts list and calendar as they exist on his Employer-issued Microsoft Outlooks account as of Employee's separation date. Employee agrees that he shall not share or distribute his duplicate copy of said contacts list and/or calendar to anyone without the prior written consent of the Kendall County Board Chairperson.

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7. **General Release by Employee.** In exchange for the consideration provided in this Agreement, Employee hereby releases, relinquishes and gives up (and agrees not to directly or indirectly file, retain any recovery for, or pursue) any and all claims, suits, actions and causes of action known or unknown relating to any matter whatsoever from the beginning of time to and including the effective date of this Agreement which he now may have or hold against Releasees including but not limited to all claims in any way arising out of or relating to (i) his employment with Employer, or any aspect of any such employment, (ii) his separation of employment from Employer, or any aspect of any such separation of employment; (iii) any facts, matters or claims alleged or which could have been alleged by Employee arising out of his employment or separation thereof from Employer, or (iv) any conduct occurring during the negotiation and execution of this Agreement.

This is a full and general release with respect to the matters encompassed within the preceding paragraph which includes, without limitation, a release of any right Employee may have:

(a) under Title VII of the Civil Rights Act of 1964, as amended;

(b) under the Civil Rights Act of 1991;

(c) under the Civil Rights Act of 1866, 42 U.S.C. § 1981;

(d) under the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*,

(e) under the Americans With Disabilities Act, including the Americans With Disabilities Act Amendments Act;

(f) under 42 U.S.C. §1983;

(g) under 42 U.S.C. §1985;

(h) under the Illinois Human Rights Act;

(i) under Executive Order 11246 or any other state, federal or local law or regulation dealing with employment discrimination or other form of discrimination, or retaliation for filing any charge or claim, complaining about any practice or conduct or participating or testifying in any investigation;

(j) under the Equal Pay Act, 29 U.S.C. § 206 *et seq.*;

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(k) under the National Labor Relations Act;

(l) under the Family and Medical Leave Act;

(m) under the Employee Retirement Income Security Act of 1974, as amended;

(n) under the Fair Labor Standards Act of 1938, the Illinois Minimum Wage Law, the Illinois Wage Payment and Collection Act, and any federal, state or local law dealing with payment of wages, minimum wage, overtime or equal pay;

(o) under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any other federal and state laws regarding insurance continuation coverage;

(p) for damages of any kind, including but not limited to, damages for personal, emotional or economic injury, damage to reputation, breach of contract, wrongful discharge and violation of implied or express contract rights under any state, federal or local law, decision or regulation;

(q) for lost pay, reinstatement, front pay, liquidated damages or any other form of equitable relief;

(r) for personal injury, slander, libel, defamation, fraud, misrepresentation, intimidation, assault, battery, retaliation, intentional tort, economic loss, intentional or negligent infliction of emotional distress, retaliation, costs, damages, punitive damages, front pay, breach of contract, or breach of an implied contract; and

(s) for any other legal violation, law or claim referred to in or in any complaint filed by Employee against Releasees.

Employee represents and warrants that he is the sole owner of all claims he has released in this Agreement and that he has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and he will indemnify, defend with counsel of the Releasees' choosing and hold Releasees harmless for any damages, costs or expenses which Releasees may incur if these representations and warranties are incorrect in any respect. Employee further represents and warrants that he has not filed or caused to be filed any complaints, charges and/or any other causes of action against Releasees prior to execution of this Agreement.

If Employee takes any action inconsistent with this Paragraph 7, Employee shall pay all costs, expenses and attorneys' fees incurred by Releasees and indemnify and hold Releasees harmless from liability, costs or expenses related to his violation. This is in addition to, and not in lieu of, any other

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rights or remedies which Releasees may have with regard to such violation.

8. **Exclusions from General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law including Employee's right to file a charge with an administrative agency or participate in any agency investigation. Employee, however, waives his right to recover any money in connection with such a charge or investigation. Employee also waives his right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.

9. **Lawsuits for Enforcement or Breach**. The prevailing party in any lawsuit to enforce or for a breach of this Agreement shall be entitled to reasonable attorneys' fees and costs, as determined by the court. In addition, in the event that a court of competent jurisdiction finds that Employee has breached any of the terms set forth in this Agreement, Employee shall return to the Employer the full amount of all consideration set forth in Paragraph 2 of this Agreement, which was paid by the Employer.

10. **Receipt of All Wages and Employment Benefits**. Employee acknowledges receipt of all salary, vacation pay, sick pay, commissions, bonuses, and any other benefits or benefit entitlement to which he was entitled pursuant to his employment with Employer. Employee acknowledges that he has not been denied any leave of absence and/or accommodations that he may have requested during him employment with Employer. Furthermore, Employee represents that he has no known claims for on-the-job injuries which have not already been filed prior to execution of this Agreement.

11. **Non-Disparagement**. Employee agrees that he will not make any disparaging or derogatory remarks or statements about Releasees. The Kendall County Board agrees not to make any disparaging or derogatory remarks or statements about Employee.

12. **Compliance With Older Workers' Benefit Protection Act.** Employee and Releasees desire and intend that this Agreement comply with the terms of the Older Workers' Benefit Protection

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Act. Accordingly, Employee acknowledges that:

a. **Knowing Waiver of Claims:** Employee understands that state and federal laws, including the Age Discrimination in Employment Act, prohibit employment discrimination based upon age, sex, race, color, national origin, ethnicity, religion, and disability. Employee further understands and agrees that, by signing this Agreement, he agrees to waive any and all such claims, and release Releasees from any and all such claims. Employee has read this Agreement, fully understands the meaning and consequences of its execution, and has elected to do so freely and voluntarily. In executing this Agreement, Employee is not relying on any inducements, promises or representations made by any other party, or its officers, board members, elected officials, employees, representatives and agents, other than the consideration set forth herein.

b. **21 Days to Consult with an Attorney:** Employee acknowledges that he has been advised in writing to consult with an attorney and has been provided with a period of at least twenty one (21) days to consult with an attorney prior to signing this Agreement, which contains a general release and waiver of claims. Any proposed or actual modifications to this Agreement does not restart the 21 day consideration period.

c. **Valuable Consideration Provided to Employee:** Employee acknowledges that the consideration provided in Paragraph 2 constitute monies and other benefits to which Employee otherwise would not be entitled, and that Employee is being paid these amounts in consideration for him signing of this Agreement.

d. **Reasonable Period of Time to Consider Agreement:** Employee acknowledges that he has had a reasonable period of time to consider this Agreement.

e. **Seven Day Revocation Period and Effective Date of Agreement:** For a period of seven (7) calendar days following Employee's execution of this Agreement,

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Employee may revoke the terms of this Agreement by a written document received by Employer on or before the end of the seven (7) calendar day period ("the Effective Date"). Employee shall send him written notice of revocation along with any signed copies of the Agreement via United States mail, postage prepaid, addressed to: Eric Weis, Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560.

f. **Addendum:** Employee agrees to execute the Addendum attached to this Agreement, which verifies that Employee has read and fully understands all of the above terms set forth in Paragraph 12 of this Agreement.

13. **Representations.** Employee represents and warrants that he is the sole owner of all claims he has released in this Agreement and that Employee has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and Employee will indemnify, defend and hold Releasees harmless for any damages, costs, attorney's fees, or expenses which they may incur if these representations and warranties are incorrect in any respect.

14. **Non-Admission.** Employee understands and agrees that all payments made under the provisions in this Agreement are made for the purpose of settlement and compromise only, to avoid the cost and expense, uncertainty and time associated with litigation, and without any admission by Releasees as to fault, liability or wrongdoing, all of which are expressly denied. This Agreement is not and shall not be construed as evidence of or an admission of liability by any party hereto. Neither this Agreement nor any of its terms shall be offered or received in evidence in any action or proceeding or utilized in any manner whatsoever by Employee or any third party as an admission or concession of liability or wrongdoing or any nature on the part of the parties hereto.

15. **Waiver of Preference for Rehire:** Upon Employee's execution of this Agreement, Employee hereby waives any eligibility for and/or alleged right to preferential rehire and/or appointment by Releasees.

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16. **Board approval.** Employee understands and agrees that this Agreement is subject to formal approval by a majority vote of the County Board.

17. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received, in the case of notice to Employer: Attention Kendall County Clerk, 111 W. Fox Street, Yorkville, Illinois 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. And, in the case of Employee, to: Jeff Wilkins, 215 Wollmington, Oswego, Illinois 60543.

18. **Modifications.** Neither this Agreement, nor any of its terms, may be changed, waived, added, and/or assigned except if agreed to in writing signed by all parties to the Agreement.

19. **Severability and Waiver.** The parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, in the event that any provision is deemed to be unenforceable for any reason, the remaining provisions shall remain effective, binding and enforceable.

20. **Section Headings.** Section headings are for convenience of reference only and shall not be used to interpret or construe the terms of this Agreement.

21. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter and supersedes all prior oral or written communications or agreements between the parties on such subject matter. This Agreement is binding upon and inures the benefit of the administrators, personal representatives, legatees, heirs, successors and assigns of the parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

JEFF WILKINS

By: Jeff Wilkins

Date: 5-8-2017

KENDALL COUNTY, ILLINOIS

By: ______________________

Title: ______________________

Date: ______________________

Addendum to Severance Agreement and Waiver and Release of All Claims

As set forth in the Severance Agreement and Waiver and Release of All Claims ("Agreement"), and in compliance with the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers' Benefit Protection Act, this Agreement may be revoked by the Employee at any time within seven (7) days after the date of signing by the Employee. To revoke this Agreement, Employee should provide written notice of revocation along with any signed copies of the Agreement with the revocation notice via United States mail, postage prepaid, addressed to: Eric Weis, Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560. Employee's written notice of revocation along with any signed copies of the Agreement must be received by Eric Weis, Kendall County State's Attorney on or before the seventh day of the revocation period.

By signing his name below, Employee represents that he (i) has read this entire Agreement and understands its terms; (ii) has been advised in writing to consult with an attorney of his choosing before signing the Agreement; (iii) has been given the opportunity to have at least 21 days after receipt of this Agreement to consider whether or not to sign it and Employee was not pressured or induced to make a decision in less time; (iv) fully understands the terms and effects of this Agreement; (v) is voluntarily executing this Agreement of him own free act and deed for the purpose of inducing the payment and benefits referred to in this Agreement; and (vi) no payment or consideration has been promised to him for entering into and signing this Agreement which is not specified in this Agreement.

____
Jeff Wilkins' Signature

5 - 8 - 2017
____
Date