

SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and General Release (hereinafter the "Agreement") is entered into by Jon Holmes (hereinafter "Employee") and the Franklin County Board of County Commissioners (hereinafter "Employer"). Employee and Employer may be collectively referred to herein as the "parties" or individually as a "party."

WHEREAS, Employee was employed by the Franklin County Board of County Commissioners, as the County Administrator, but now his employment has ended.

WHEREAS, both Employer and Employee desire to resolve and settle all disputes that Employee may have against Employer and any other Releasee (as later defined herein) including, but not limited to, all disputes relating to or arising out of Employee's employment with Employer and the termination of his employment with Employer.

WHEREAS, Employer wishes to pay Employee a certain severance payment to ease his career transition, provided that Employee signs a release of any and all suits, demands, claims, and causes of action as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in light of the foregoing Recitals, which are incorporated herein by reference, Employee and Employer agree to the following provisions set forth in this Agreement.

1. Employee is advised by Employer to consult with an attorney before signing this Agreement. Employee agrees that this Agreement contains a general release, which is to be construed to the broadest extent allowed by law. As defined herein and as used in this Agreement, the term "Releasee" or "Releasees" means the Franklin County Board of County Commissioners, other Franklin County Elected Officials, Franklin County Appointed Officials and any and all former and current agents, employees, members, directors, investors, consultants, owners, officers, managers, administrators, representatives, benefit plans, benefit administrators, shareholders, stockholders, board of directors, board members, attorneys, partners, limited partners, divisions, centers, clinics, offices, hospitals, insurance carriers, parents, subsidiaries, affiliates, predecessors, successors and assigns of, or who work at, or who perform services at, Franklin County. Employee agrees that this Agreement shall bind his and his heirs, children, agents, trustees, attorneys, representatives, spouse, successors and assigns, and shall inure to the benefit of the Releasees.

2. The parties agree that this Agreement is not an admission of any fault, liability, or wrongdoing by Employee or any Releasee, and that Employee and all Releasees expressly deny any fault, liability, or wrongdoing. Neither the execution of this Agreement nor the payment of the consideration herein specified will constitute an admission by Releasees, or any of them, of any violation of law or contract.

3. The parties represent and warrant that neither they nor their attorneys have made any promise or representation to the other regarding this Agreement except as strictly contained

in this Agreement, and in signing this Agreement, none of the parties herein rely upon any such promise or representation other than what is set forth in this Agreement.

4. Employee agrees that the severance payment set forth in this paragraph constitutes sufficient, independent, binding consideration for the promises, agreements, releases, and waivers contained herein, and Employee agrees that he accepts the consideration in full and final settlement of any and all demands, claims, suits and causes of action that he has or may have had against Employer or the other Releasees prior to his signing this Agreement. Conditioned upon Employee satisfying the provisions of paragraph 13 of this Agreement and signing and not revoking this Agreement as further set forth in paragraph 19 of this Agreement, Employer or its designee will pay or cause to be paid to Employee as the sole payee on a lump sum basis the sum of thirty thousand dollars (\$30,000) less all tax withholdings and applicable deductions (and thus reducing the amount Employee actually receives), within twenty-one (21) days after Employee signs this Agreement.

5. Employer agrees not to contest Employee's claim for unemployment compensation benefits should Employee apply for such benefits. Employee understands that the decision whether or not to award such benefits to Employee is in the sole discretion of the State of Kansas and that Employee's receipt of the consideration described in paragraph 2 may have an impact on Employee's receipt of unemployment compensation benefits, if any.

6. For the consideration set forth above in paragraph 4 of this Agreement, Employee hereby fully and forever releases Employer and all other the Releasees from any and all claims, demands, actions, suits, causes of action, judgments, and liabilities of any kind whatsoever in law, equity, or otherwise, whether known or unknown, suspected or unsuspected, prior to his signing this Agreement including, but not limited to, all demands, claims, suits, and causes of action arising out of Employee's employment with Employer and the ending of his employment with Employer, including, but not limited to, the following:

a. Any and all demands, claims, suits, and causes of action under 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act (FMLA), the Civil Rights Act of 1866, the Pregnancy Discrimination Act of 1978, the anti-discrimination and anti-retaliation laws of the States of Kansas and any amendments thereto, the Employee Retirement Income Security Act (ERISA) and any amendment thereto, the Civil Rights Act of 1991 and any amendment thereto, or any other federal, state or local statute or law prohibiting discrimination including, but not limited to, any such statute or law prohibiting discrimination on the basis of race, sex, gender, creed, color, religion, ancestry, marital status, national origin, age, or mental or physical disability, and any claim for retaliation under or pursuant to any of the aforementioned laws; and

b. any and all demands, claims, suits, and causes of action based on any previous contract, understanding, or agreement, whether written or oral, express or implied, including, but not limited to, any previous employment agreement, or any

demand, claim, suit, or cause of action based on any covenant of good faith or fair dealing; and

c. any and all demands, claims, suits, and causes of action based on the violation of public policy, interference with contract, workers' compensation retaliation, whistleblowing or other retaliation, misrepresentation, defamation, invasion of privacy, interference with prospective economic advantage, and intentional or negligent infliction of emotional distress or negligence; and

d. any and all demands, claims, suits, and causes of action for damages including, but not limited to, any general, compensatory, special, liquidated, actual, or punitive damages or statutory penalties (including all recurring and nonrecurring losses), any lost interest, salary, earnings, commissions, wages, statutory penalties, bonuses, or other employment benefits or monies based on the loss of either back pay, front pay, bonuses, or other salary, earnings, or wages, any loss of consortium or any damage because of emotional distress, pain and suffering, mental distress or humiliation, any loss of reputation or community standing, and any claim to equitable relief, including any injunctive, declaratory, or other equitable relief, or any claim for attorney's fees, expenses, and costs.

e. The Release does not apply to any claims or causes of action: (i) that may arise after Employee signs this Agreement; (ii) which may not be released, waived or discharged by agreement pursuant to applicable law; (iii) in which Employee seeks to enforce the terms of this Agreement; or (iv) in which Employee challenges the enforceability of Employee's release, waiver and discharge of claims and causes of action under the ADEA.

f. Nothing in this Agreement will prevent Employee from filing a charge of employment discrimination with the Equal Employment Opportunity Commission, although by signing this Agreement, Employee waives his right to recover any damages or other relief in any claim or cause of action brought by Employee or by or through the Equal Employment Opportunity Commission, or any other state or local agency on Employee's behalf under any federal, state or local discrimination law or ordinance.

7. Employee represents that he has not filed any Charge of Discrimination or complaint with any local, state, or federal agency alleging discrimination or any other wrongful conduct arising out of or relating to his employment with Employer. Employee hereby waives his right to recover any damages or other relief in any claim or cause of action brought by Employee or by or through the Equal Employment Opportunity Commission or any state or local agency on Employee's behalf under any federal, state, or local discrimination law or ordinance.

8. Employee further agrees that the consideration set forth in this Agreement is consideration that he would not be entitled to receive by virtue of any other understanding, promise, agreement, or contract with Employer or any other Releasee, or because of any rule, custom, practice or policy of Employer or any other Releasee, but that Employee will receive only in exchange for his signing this Agreement. While the parties are cognizant of a certain

"Employment Agreement" between them, executed on October 1, 2015, and that said "Employment Agreement" discusses severance pay, the parties disagree over whether or not "cause" as is defined in said "Employment Agreement" exists for Employer's termination of said "Employment Agreement". The severance being provided pursuant to this Agreement acts as a compromise between the parties regarding this issue. Employee agrees that the payor of the monetary consideration will file with the appropriate governmental agencies notices or filings to indicate payment of the monetary consideration set forth in subparagraphs 4A and 4B to Employee as wages by the filing and issuance of a W-2 form to him. Employee states that the last four digits of his social security number are 5182. Employee agrees that Employer and its attorneys have not provided tax advice to him.

9. Employee represents that he will maintain the confidentiality of the terms, conditions and provisions of this Agreement and will not publish, disclose, or permit the disclosure of the terms, conditions, and provisions of this Agreement to third parties unless ordered to do so by a court of law, or to governmental agencies that handle taxes such as the Internal Revenue Service. This includes any disclosure as to the amount of the severance payment. Notwithstanding the foregoing, Employee may discuss this Agreement with his attorneys, his tax preparers, and his spouse, on the condition that each such person be instructed to and must agree to treat the information so provided as confidential. Employee further agrees that any unauthorized disclosure by his attorneys, tax preparers, or spouse shall be deemed to be an unauthorized disclosure by him. Employee further agrees that if he might be, or is being, compelled (or his attorneys or tax preparers or spouse are being compelled) by a court of law to disclose this Agreement, or any information protected under this confidentiality provision, and before they disclose the same, Employee shall provide reasonable advance notice in writing to Derek Brown, Franklin County Counselor, or his successor if applicable, so that Employer or any other Releasee may, if they choose to do so, intervene and be heard on the issue.

10. In further exchange for the consideration set forth in this Agreement, and without limiting any other remedy available to Employer, in the event of a breach or threatened breach by Employee, his attorneys, his tax preparers, or his spouse of the confidentiality provisions set forth in the above paragraph, Employee agrees that Employer will be entitled to both temporary and permanent injunctive relief or other equitable relief enjoining and restraining them from disclosing, in whole or in part, the terms of this Agreement in violation of the confidentiality provisions of this Agreement. In the event of a breach, Employer will also be entitled to pursue an action for damages resulting from such breach along with, and in addition to, any injunctive or other equitable relief. Nothing herein is meant to prohibit the parties from filing any other action to enforce any other term or provision of this Agreement.

11. Employee agrees that he has received in full all the pay, earnings, wages, salary, fees, interest, overtime, profits, distributions, commissions, bonuses, dividends, and any benefits or other moneys or payments that he earned, or could have earned, or could have claimed to have been owed, or been entitled to, prior to his signing this Agreement arising out of his employment or any employment agreement or promise with Employer or any other Releasee. Employee further agrees that he has no factual, contractual, or legal basis for claiming that any additional pay, earnings, wages, salary, fees, interest, ownership interest, funds, entitlements, overtime, profits, distributions, commissions, bonuses, dividends, or any other benefit or other moneys and

payments were earned or are owed to him by Employer or any other Releasee. To the extent there is any conflict between this Agreement and any previous contract, promise, or understanding to the contrary, this Agreement controls.

12. Employee agrees that in further exchange for the consideration in this Agreement, Employee will not apply for future employment with any Releasee and that, should Employee apply for employment with any Releasee, the Releasee will summarily reject Employee's application and will have no obligation to consider Employee for any position.

13. Employee represents that he has returned to Employer all Employer or other Releasee documents, equipment, or property in his possession or that he obtained during his employment with Employer, including, but not limited to, all files, personnel files, manuals, records, lists, reports, computer files, programs and equipment, computer discs, flash drives, cellular phones, building keys, access cards, patient records, medical records, inventory records, credit cards, financial information, marketing information, marketing plans, accounting information, credit information, notes, notebooks, data, software, and all other property or documents belonging to Employer or any other Releasee. This obligation also requires Employee to return all documents, discs, files, or other materials or information, regardless if in hard copy or electronic form, that contain confidential or proprietary information concerning the Releasees. Employee also agrees to take action to remove his name as a signatory to any accounts maintained or established by Employer or the other Releasees if applicable. By signing this Agreement, Employee agrees that he will not retain in his possession or under his control any of the documents, equipment, or materials described in this paragraph, and that he will not be entitled to receive the consideration described in paragraph 4 of this Agreement unless and until all such documents and materials are returned to Employer.

14. Employee represents that he is not a debtor in any bankruptcy proceeding.

15. Employee agrees that he has not as of the date of this Agreement and will not in the future make any public oral or written statements which are negative, disparaging or damaging to the name, reputation or business of Employer, or any Releasee. This includes, but is not limited to, any such statement to Employer's vendors, business affiliates, current or former clients, any written publication, or radio/television station, internet site or social media outlet. With regard to information supplied by Employer to prospective employers of Employee, Employer shall operate in accordance with Employer's ordinary personnel policies and procedures for providing such information.

16. Employee shall not, directly or indirectly, solicit any of Employer's current, past or known prospective clients, vendors, or employees ("third parties") of which Employee is presently aware for the purpose of inducing any of the foregoing third parties from terminating or otherwise changing the nature of their relationships with Employer.

17. Employee understands there is a risk that, after the execution of this Agreement, he may suffer or become aware of some loss, cost, injury, or expense that is unknown or unanticipated by him or any other person, including his physicians, financial advisors, or attorneys, at the time this Agreement is signed by him. Employee assumes this risk, and this

Agreement releases and discharges all unknown, unforeseen, or unanticipated results as though the same were known at the time this Agreement is signed by him.

18. Employee agrees that it is Employer's policy, which has been previously communicated to and understood by him, that he is required to bring to Employer's attention any incidents, events, or acts of negligence, misconduct, misrepresentation, fraud, harm or wrongdoing in the area of statutory or regulatory compliance, as required by any federal, state, or local law, statute, or regulation, or as required by Employer's rules, bylaws, policies, or procedures. Employee hereby affirms and represents that to the best of his knowledge, he has acted in accordance with such laws, rules, bylaws, policies, or procedures, and that he has not withheld any material fact or failed to report in writing to Employer any material transaction, event, incident, entry or lack thereof, or occurrence, as required by said rules, bylaws, policies, practices or procedures or by applicable law.

19. Employee agrees that he is being given a period of more than twenty-one days from the receipt of this Agreement within which to consider this Agreement before signing it, though he may take less time if he so desires. Employee further agrees that this Agreement shall take effect at the end of seven days after the day he executes it (the "seven-day period") and that he shall have the right to revoke this Agreement during the seven-day period following his execution of this Agreement, and this Agreement shall not become effective or enforceable until said seven-day period has expired. The seven-day period begins on the day following the day Employee executes the Agreement and not on the date when Employer signs the same. In order to revoke the Agreement, Employee must timely deliver notice of revocation to _____ Derek Brown, Franklin County Counselor_____. If Employee timely and properly revokes this Agreement as provided in this paragraph, then the Agreement shall become null and void. Employer shall not be obligated to cause any payment to be made pursuant to paragraph 4 of this Agreement until after Employee signs this Agreement and the seven-day revocation period runs without Employee revoking this Agreement.

20. In further exchange for the consideration set forth in this Agreement, Employee shall furnish such information and assistance to the Releasees as may be required by Employer or its attorneys in connection with any investigation, litigation, or any legal, administrative or regulatory matter, issue, or proceeding in which Employer or any other Releasee is, or may become, involved. Employee will be entitled to reimbursement of expenses that are both reasonably and necessarily incurred in connection with such assistance provided that prior written approval to incur such expenses had been obtained. Employee further agrees that his obligation to provide assistance may require that he provide testimony, including being deposed, or that he be reasonably available to review documents or be interviewed by Employer's management, or their attorneys, and that he will fully cooperate to provide all such assistance.

21. Employee further agrees that he has carefully read this Agreement before he signed it and that this Agreement is in language that he understands. Further, Employee agrees that he signs this Agreement knowingly, and voluntarily, and that in doing so, he is relying solely upon his own judgment and the advice of his attorneys; that he has signed this Agreement without being under pressure to do so; that no other promises or agreements than those expressed in this Agreement have been made to him; that this Agreement contains the entire agreement

between Employee and Employer. Any modification to this Agreement will only be valid if in writing and signed by both parties. This Agreement sets forth the entire agreement between the parties, and supersedes and controls over all prior oral and written agreements, contracts, commitments, understandings, or promises between the parties, except for the Confidentiality Agreements that Employee has signed that are referred to in this Agreement.

22. This Agreement shall be subject to and governed by the laws of the State of Kansas without regard to its choice of law or conflict of law provisions, or any other jurisdiction's choice of law or conflict of law provisions. Each paragraph, term, and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, such other portions or provisions of this Agreement, including but not limited to, all other releases of claims, suits, or causes of action, will continue to be given full force and effect and bind the parties hereto. This Agreement is contractual and not a mere recital.

SIGNATURE OF FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

The undersigned, as an authorized signatory, enters into and executes this Agreement on behalf of the Franklin County Board of County Commissioners.

Franklin County Board of County Commissioners

By _____

Title _____

Date _____