

SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS

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

RECITALS

WHEREAS, Toll has been employed as a Business Office Manager with the Weber County Roads Division; and

WHEREAS, Toll has decided to allow her employment with the County to be terminated by choosing not to pursue her appeal of her termination; 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. TOLL'S OBLIGATIONS

- A. Toll agrees to the release of claims stated in part III of this agreement.
- B. Toll certifies that she has delivered, or will deliver to the County or cause to be delivered to the County, on or before January 28, 2021, the following:
 - a. 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 Toll by the County or were prepared, compiled, used, or acquired by the County, excluding personal items paid for by Toll.
 - b. 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 Toll with County funds while she was employed by the County, excluding personal items paid for by Toll.
 - c. All money owed by Toll to the County for any reason.

- C. Toll will be responsible to determine her tax liability for payments made under this agreement and to pay any applicable taxes.

II. COUNTY'S OBLIGATIONS

- A. The County will pay Toll \$2,870.40, which is the equivalent of one month's wages, and which is not otherwise owed to Toll under any policy or obligation of the County.
- B. The County will pay Toll any other payment that she is entitled to under County policy.
- C. The County will comply with applicable laws governing the release of information about Toll.

III. RELEASE OF CLAIMS

- A. In consideration of the payment set forth in this agreement, Toll, on behalf of herself and her heirs and estate, hereby releases the County, its officers, agents, and employees from 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 her employment with the County, her separation from employment, or the County's exercise of its rights or obligations under this agreement (including compliance with applicable laws governing the disclosure of information about Toll).
- B. 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 statute of Utah.
- C. This release includes claims 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, and whether such claims are currently known or unknown to Toll.

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 shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- D. Toll acknowledges that:
 - a. she understands this agreement;
 - b. she has not been pressured, coerced, or otherwise forced into this agreement, and she is entering into this agreement voluntarily;
 - c. she has not relied upon any statement or promise made by the County that is not contained in this agreement;
 - d. she understands and intends that this agreement fully and completely releases the County from claims she may have, as stated above; and
 - e. she understands her right, and has been advised, to discuss this agreement with a private attorney.
- E. The laws of the State of Utah shall govern this agreement.

(Signatures on following page)

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



Paige Toll

Date: 1/27/2021