

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into this 9th day of August, 2024 (the "Effective Date") by and between [REDACTED] and Grand County ("collectively, The Parties").

RECITALS

- A. [REDACTED] filed harassment and discrimination complaints against her supervisor, with the first complaint made on March 11, 2024;
- B. Grand County conducted independent investigations about her complaints and issued findings.
- C. Grand County determined that neither [REDACTED] nor her supervisor's actions rose to the level of unlawful harassment or discrimination under Grand County's policies;
- D. [REDACTED] appealed the decision on April 8, 2024;
- E. On May 21, 2024, the Parties attended a Grand County commission meeting to decide [REDACTED] appeal;
- F. The Parties determined that settlement discussions would be held to resolve the issues between the Parties;
- G. Two settlement discussions were held, the first on July 8, 2024 and the second on August 2, 2024.

The Parties now desire to settle and fully resolve all claims asserted in this matter, together with any and all other claims the Parties may have against each other.

TERMS

In consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and without any admission or evidence of liability or wrongdoing, the Parties agree as follows:

1. Payment of Twelve Months' Salary and Employee Benefits. Grand County agrees to place [REDACTED] on paid administrative leave on the Effective Date and will continue to pay [REDACTED] her salary until August 8, 2025 ("Administrative Leave Period"), at which time she will separate from her employment with Grand County. In addition, Grand County agrees to continue providing [REDACTED] with her current employee benefits (except for leave accrual and mobile phone allowance) for the Administrative Leave Period. [REDACTED] current benefit elections will not change from what is currently elected. [REDACTED] employment with Grand County during the Administrative Leave Period shall be maintained for the sole purpose of satisfying the terms of Section 1 of this Agreement and [REDACTED] shall not be entitled to any other rights, compensation, accruals, or obligations associated with

Grand County employment. [REDACTED] shall not accrue sick or vacation leave during the Administrative Leave Period. Within two weeks after the Effective Date, the County will pay [REDACTED] all amounts owed pursuant to County policies for vacation time that had accrued prior to the Effective Date. [REDACTED] hereby agrees to return all Grand County property on the Effective Date.

2. Lump-Sum Payment. Grand County will pay a single, lump-sum payment of \$25,000.00 to [REDACTED]. Payment will be paid on or before August 23, 2024 and payment will be made payable directly to Dentons Durham Jones Pinegar, and delivered to the Dentons office located at 111 S. Main St., Ste. 2400, Salt Lake City, Utah 84111.
3. Future Employment. [REDACTED] agrees that she will not apply for any type of employment with Grand County for a period of one year (12 months) from the Effective Date of this Agreement.
4. Neutral Reference. If contacted by another organization for an employment reference, Grand County shall only provide the position in which and the dates during which [REDACTED] was employed by Grand County.
5. Release of Claims by Grand County. Grand County will release and forever discharge [REDACTED] from any and all charges, claims, obligations, agreements, losses or damages of any nature whatsoever, known or unknown, that Grand County now has, owns, or holds, or that it at any time, prior to the execution of this Agreement had, owned or held against [REDACTED] including claims for attorneys' fees and/or legal costs.
6. Release of Claims by [REDACTED]. [REDACTED] will hereby release and forever discharge Grand County from any and all charges, claims, obligations, agreements, losses or damages of any nature whatsoever, known or unknown, that [REDACTED] now has, owns, or holds, or that she at any time prior to the execution of this Agreement had, owned, or held against Grand County, including claims for attorneys' fees and/or legal costs.
7. Acknowledgment of Mutual Release of Claims. The Parties acknowledge that the foregoing Releases of Claims by the Parties are sufficient, valuable consideration for the promises, releases, and waivers contained in this Agreement, and the Parties agree that this consideration is accepted as the full and final settlement of any and all claims that the Parties have or may have against each other arising out of or related in any way to the events which form the basis for this matter.
8. Confidentiality. The Parties agree not to disclose any portions of [REDACTED] personnel file or any information regarding the existence, terms, or substance of this agreement except as required by law or if under a professional duty to do so.
9. Denial of Liability. It is understood by the Parties that this Agreement represents a compromise of disputed claims and the execution of the release set forth herein,

and this Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by any Party.

10. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.
11. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to past business relationships between the Parties.
12. Reasonable Cooperation. The Parties agree to execute and deliver such additional documents and instruments and to perform such additional acts as any party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, and conditions of this Agreement.
13. No Prior Transfers. The Parties warrant that they have not previously assigned, conveyed, or transferred any of their rights to any claims of any nature related to the matters being released herein, and that they are lawfully entitled to make the representations and covenants described herein.
14. Attorney Fees and Litigation Costs. If any legal action arises under this Agreement, to interpret this Agreement, or by reason of any alleged breach of this Agreement, the prevailing Party in that matter shall be entitled to recover from the non-prevailing party the prevailing party's reasonable fees, costs, and litigation expenses, including reasonable attorneys' fees, copying costs, phone calls, filing costs, deposition transcription and/or recording expenses, and travel expenses incurred in any such action in addition to any other relief to which the prevailing party is or may be entitled.
15. Governing Law and Choice of Venue. Regardless of any applicable choice of law provisions, the laws of the State of Utah shall govern this Agreement and its validity, construction, breach, performance, and operation. Any legal proceedings between or among the Parties regarding this Agreement shall be interpreted in conformity with Utah law and shall be conducted in a federal court or state court in Grand County, State of Utah, and the Parties hereby submit to and accept such exclusive jurisdiction and venue.
16. Binding Effect. Each and all of the provisions of this Agreement including, but not limited to, the obligations, rights, and releases, shall be binding upon and inure to the benefit of each of the Parties, as well as the Parties' respective representatives, affiliates, heirs, executors, trustees, successors, assigns, partners, companies, employees, and agents.
17. Reading of Agreement and Representation of Counsel. The Parties represent and agree that they have carefully read this Agreement, have had the opportunity to

consult with legal counsel about the effects hereof, and regarding all prior events, occurrences, and documents; and the Parties know and understand the contents hereof and freely and voluntarily sign, and it is their unequivocal intention to forever be legally bound hereby. Moreover, the language of this Agreement is a product of the mutual efforts of the Parties. This Agreement shall be construed fairly as to all Parties, and it shall not be construed for or against any of the Parties on the basis of the extent to which that Party participated in drafting it as all Parties provided input into the drafting of the Agreement.

18. Counterparts. This Agreement may be executed in counterparts and delivered by email or facsimile transmission, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned Parties have hereunto, executed, set their hands, and sealed this Agreement as of the Effective Date above.

Grand County

By: 

Its: Commission Chair

