

AGREEMENT No. 2025-08

PLEASE READ CAREFULLY AS THIS DOCUMENT INCLUDES
A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS

SEPARATION AGREEMENT AND GENERAL RELEASE

THE PARTIES TO THIS SEVERANCE AGREEMENT AND RELEASE (or, "the Agreement") are the County of Franklin and all agents, employees, officers, directors, successors or assigns (hereafter collectively "the County"), and Bobbie Adams ("Employee").

WITNESSETH:

WHEREAS, the County and Employee have agreed to terms of separation of employment of the Employee from the Employer; and

WHEREAS, Employee and the County now desire to finalize all matters between them;

NOW, THEREFORE, in exchange of mutual promises, covenants, terms and conditions, and consideration, the sufficiency of which is hereby acknowledged, the County and Employee agree as follows:

A. Terms

1. The Employee shall officially separate from her employment with the County on May 16, 2025, but shall turn in all department issued equipment immediately and cease working for the County immediately.
2. The Employee shall continue to receive her pay of (\$1,688) less taxes and withholdings for two (2) additional pay periods or until the pay period that encompasses May 15, 2025. If said pay period only covers a portion of the remaining days of Employee, then Employee shall receive a pro-rated share on her last paycheck.
3. The Employee shall be entitled to receive compensation for her (87.95) hours of vacation time that she has accrued.
4. The County will continue to provide the health insurance coverage per current coverage for the remaining period of time of her employment and Employee shall be responsible for her customary costs associated with those coverages. After May 16, 2025, employee shall be responsible for all costs associated with her insurance coverages through COBRA.
5. The Employee agrees to promptly and professionally respond to any inquiry about investigations the Employee participated in during her employment with the County.

B. Adequacy of Consideration/Satisfaction of Claims. Employee acknowledges that payments and actions under paragraph A are something of value to which she would not be entitled except for the County's agreement herein and accrued vacation time and agrees that the payments and actions by the County in paragraph A constitutes full, final and complete satisfaction of any and all claims by Employee against the County, its agents, employees, officers, directors, successors or assigns.

- C. **Confidentiality/County Property.** Employee agrees that she will keep confidential and not divulge to any other party any of the County's confidential information, trade and business secrets, including, but not limited to, confidential information developed by Employee during his employment with the County. Additionally, Employee agrees that she shall return any County property, including any and all confidential and proprietary information that is in her possession, and warrants by her signature hereupon that she has done so.
- D. **Non-disparagement and Confidentiality.** Employee agrees not to make any remarks disparaging the conduct or character of the County's Animal Control Department, County, its agents, employees, officers, directors, successors or assigns. In addition, Employee further agrees to not disclose the terms of this Agreement or the nature of her severance from employment with the County, except to her family and tax and legal advisors, provided these parties also keep these matters confidential.
- E. **Choice of Law.** This Agreement shall be governed by and construed according to the laws of the State of Illinois, notwithstanding the conflict of laws principles applied in that jurisdiction.
- F. **Assignment.** This Agreement is personal to Employee and she does not have the right to assign this Agreement or any interest herein. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and Employee's heirs and estate.
- G. **Severability.** In the event that one or more terms or provisions of this Agreement are found to be invalid or unenforceable for any reason or to any extent, each remaining term and provision shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- H. **Waiver and Release of Claims.** For and in consideration of the severance benefits provided to Employee by the County, Employee, on behalf of herself, her heirs, executors, successors and assigns, hereby releases and forever discharges the County and any agents, employees, officers, directors, successors, or assigns, from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees and all liabilities whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, Employee has or may have against the County as a result of Employee's employment by an subsequent termination as an employee, officer or director of the County. This includes but is not limited to claims at law or equity or sounding in contract (expressed or implied) or tort arising under federal, state, or local laws prohibiting age, sex, race, disability, veteran or any other forms of discrimination. This further includes any and all claims arising under the Age Discrimination in Employment Act, The Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, or The Employee Retirement Income Security Act (ERISA), as amended, or claims growing out of any legal restrictions on the County's right to terminate its employees. Employee additionally waives any right to recover in a lawsuit brought by any state or federal agency, such as the EEOC, on his behalf. Employee agrees that she will not sue or file any lawsuit or action against the County in the future with respect to any claim or cause of action released as part of this severance agreement and release. Employee further agrees that if she violates this covenant or any other provision of this severance agreement and release, she shall indemnify the County for all costs and attorney's fees incurred by the County in enforcing this severance agreement and release.
- I. **Entire Agreement.** This Agreement shall not in any way be construed as an admission by the County's Animal Control Department or County of any unlawful or wrongful acts whatsoever against Employee or any other person, and the County specifically disclaims any such admission. Employee understands that this document constitutes the entire agreement concerning his severance

from employment, and this document may not be modified except by a written document signed by Employee and the Board. Employee understands and agrees that the County has no obligations to her beyond the terms of this Agreement and acknowledges she has not relied upon any other representations or statements, written or oral, not set forth in this document.

Employee certifies that he shas fully read, has received an explanation of, has negotiated and completely understands the provisions of this and that she is signing freely and voluntarily, without duress, coercion or undue influence.

Bobbie Adams, Employee

Bobbie Adams
Signature Date
4-21-25

Neil Hargis, Chairman

Neil Hargis
Signature Date
4/21/25