

EMPLOYEE SEPARATION AGREEMENT

THIS AGREEMENT is entered into this 7th day of April, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK, COLORADO (the "County") and MONTE GORE ("Gore").

RECITALS

A.. Gore has served as the Undersheriff of the Park County Sheriff's Office and in other capacities since September 1, 2000. Gore and the County wish to end the employment relationship between Gore and the County on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Separation of Employment.** Gore's employment as Park County Undersheriff shall terminate by resignation effective April 1, 2016.

2. **Severance Pay.** In recognition of Gore's service to the County, the County shall pay to Gore, in a lump sum, the amount of \$131,128.00, less required deductions and withholding. Additionally, Gore shall be allowed to remain a participant in the County's health insurance coverage through and including October 1, 2016. The County shall be responsible for paying for Gore's coverage during that period.

3. **Additional Terms.**

- The parties shall issue a press release regarding the termination of Gore's employment in substantially the form attached hereto and neither party shall make any additional statement to the news media regarding such termination of employment.
- The Sheriff shall issue a written employment reference regarding Gore's employment with the County in substantially the form attached hereto.
- Gore may use County Administration Officer Tom Eisenman as an employment reference.

4. **Release and Waiver.** In consideration of the payments and other arrangements stated herein, Gore releases and waives all claims for loss, damage or injury arising from the following ("Claims"):

- The employment of Gore by the County;
- Employment discrimination in violation of the Age Discrimination in Employment Act;

- Employment discrimination in violation of Title VII of the Civil Rights Act of 1964;
- Other violations of federal, state or local statutes, ordinances, regulations, rules, decisions or laws;
- Failure to act in good faith and deal fairly;
- Injuries, illness or disabilities of Gore;
- Exposure of Gore to toxic or hazardous material;
- Stress, anxiety or mental anguish;
- Discrimination on the basis of sex, race, religion, national origin or another basis;
- Sexual harassment;
- Defamation based on statements of Gore or others;
- Breach of an express or implied employment contract;
- Compensation or reimbursement of Gore;
- *Unfair employment practices*;
- Any act or omission by or on behalf of the County; and
- Family Medical and Leave Act.

This waiver and release applies to all claims arising before the date of this Agreement, as well as those arising after the date of this Agreement, that relate to the employment of Gore by the County. It applies to all claims presently known, suspected, unknown or unsuspected.

5. **Non-disparagement.** The parties, on behalf of themselves, their agents, representatives, and employees, agree that they will not orally or in writing criticize, disparage, deprecate, depreciate, discredit or vilify each other or any of their subsidiaries, affiliates, officials, agents, representatives or employees.

6. **Confidences.** Gore will maintain the confidentiality of all confidential information that came into Gore's possession or knowledge during his employment by the County. In addition the parties agree that each party shall, to the extent allowed by law and consistent with the provisions of the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq.*, maintain confidentiality and shall not disclose any information relating to or giving rise to the execution of this Agreement. The Parties acknowledge that this Agreement is a public record open to inspection but agree that they will agree on the language to be used in any public announcement regarding this Agreement and that absent such agreement no such announcement will be made by either party. This confidentiality/non-disclosure obligation shall apply to the Gore, the Board of County Commissioners of Park County, the Park County Administration Officer, the Park County Human Resources Director, the Park County Sheriff, and the parties' attorneys. The parties further agree that should this confidentiality/non-disclosure agreement be breached by either party, the non-breaching party may pursue legal action for all damages resulting from such breach, including, but not limited to, reasonable attorney fees and court costs, in any court of competent jurisdiction.

7. **Property.** Gore will, upon termination of his employment and before departure from the County premises, return to the County all County-owned property without request or demand by the County.

8. **Other Agreements.** This is the entire agreement concerning the termination of Gore's employment with the County. Neither party is entitled to rely upon any other written or oral offer or agreement.

9. **Amendments.** This Agreement can be modified only by document signed by both parties.

10. **Successors.** This Agreement benefits and binds the parties' successors.

11. **Colorado Law.** This Agreement will be interpreted in accordance with the laws of the State of Colorado.

12. **Severability.** If any portion of this Agreement is unenforceable, the remaining portions of the Agreement shall remain enforceable.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF PARK, COLORADO

By:



Mike Brazell, Chairman

ATTEST:

County Clerk



Monte Gore