

RESIGNATION AND RELEASE AGREEMENT

THIS RESIGNATION AND RELEASE AGREEMENT (the "Agreement"), is entered into this **21st day of June, 2017** (the "Effective Date") by and between **ELBERT COUNTY**, (hereinafter "County") and **ED EHMANN** (hereinafter the "Employee").

WHEREAS, Employee is employed by Elbert County as County Manager; and

WHEREAS, Employee has voluntarily resigned his position and has reached an agreement with the County that his employment will end, effective August 31, 2017, and to accept a full and final payment of complete salary for July 2017 and August 2017 of \$9,083.33 per month; and \$41,499.03 for buyout of accrued vacation; and

WHEREAS, in recognition of Employee's contributions to Elbert County, the County and Employee have reached an agreement concerning certain matters as contained herein, and desire to set forth the terms and conditions of the Agreement in writing.

NOW THEREFORE, in consideration of the above premises, and in consideration of mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, County and Employee hereby voluntarily and with full disclosure and knowledge mutually agree as follows:

1. This Agreement is provided as notice of Employee's resignation from his employment with the County effective August 31, 2017. Employee agrees to turn in all keys, equipment, vehicles and property of the County by August 31, 2017, and County shall acknowledge receipt of those items.
2. Elbert County will pay Employee, through the processed August 2017 direct deposit payroll, his full salary for July 2017 and August 2017. Elbert County agrees to maintain benefits through August 31, 2017. Employee further agrees that this Agreement is a full and complete settlement and termination of any rights or claims that Employee may have or allege to have arising out of Employee's past and future duties, work performed and job responsibilities.
3. Employee agrees to participate in an exit interview if requested by the Elbert County Human Resources Department.
4. Employee understands the County will begin seeking a replacement for the County Manager position upon the acceptance date of this Agreement.
5. In exchange for, and in consideration of the terms and conditions of this Agreement, Employee hereby releases Elbert County and its elected and appointed officials and employees, from any claims, liabilities, demands or causes of action, whether for breach of contract, payment of wages including overtime, discrimination, or any other claim, including but not limited to rights or claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 1983, the Americans with Disabilities Act, The Family and Medical Leave Act, the Age Discrimination in Employment Act, or any state or federal law, that Employee may have or claim to have had in the part or at present against Elbert County or any of its elected or appointed officials or employees based on Employee's employment with Elbert County through the acceptance date of June 21, 2017. By signing below, Employee acknowledges the decision to accept this Agreement and to release any claims describe in this Agreement is voluntary. In addition, Employee hereby acknowledges that Employee has carefully read and fully comprehends all of the

provisions of this document and understands that Employee has the right to seek legal and financial advice before signing.

6. In addition, Employee knowingly, voluntarily, and irrevocably discharges and releases Elbert County from any claims arising under the Age Discrimination in Employment Act (ADEA). Employee acknowledges that he has been informed pursuant to the Federal Older Workers Benefit Protection Act of 1990 that:

- a) You are advised to consult with an attorney before signing this Agreement.
- b) You do not waive rights or claims under the Federal Age Discrimination in Employment Act that may arise after the date this Agreement is executed.
- c) You have twenty-one (21) days from the date of receipt of this Agreement to consider this Agreement. You acknowledge that if you sign this Agreement before the end of the twenty-one (21) day period, it will be your personal, voluntary decision to do so and that you have not been pressured to make a decision sooner.
- d) You have seven (7) days after signing this Agreement to revoke the Agreement, and the Agreement will not be effective until that revocation period has expired. If mailed, the rescission must be postmarked within the seven-day period, properly addressed to Elbert County Human Resources Department, PO Box 7, Kiowa, CO 80117.
- e) This Agreement shall not be effective or enforceable, and no payments or benefits under this Agreement shall be provided to you, until after the seven (7) day revocation period has expired. You understand that you will not receive any settlement payment if you void your signature or revoke this Agreement.



Ed Elmann

6-21-17

Date Signed



Danny Willcox, Chair
Board of County Commissioners

6/22/17

Date Signed

RESIGNATION AND RELEASE AGREEMENT

THIS RESIGNATION AND RELEASE AGREEMENT (the "Agreement"), is entered into this **27th day of June, 2017**, by and between **ELBERT COUNTY**, (hereinafter "County") and **WADE GATELEY** (hereinafter the "Employee").

WHEREAS, Employee is employed by Elbert County as County Attorney; and

WHEREAS, Employee has voluntarily resigned his position and has reached an agreement with the County that his employment will end, effective July 13, 2017, and to accept a full and final payment of complete salary for July 2017 and August 2017 of \$8,125.13 per month; and \$4,322.64 for buyout of accrued vacation; and

WHEREAS, in recognition of Employee's contributions to Elbert County, the County and Employee have reached an agreement concerning certain matters as contained herein, and desire to set forth the terms and conditions of the Agreement in writing.

NOW THEREFORE, in consideration of the above premises, and in consideration of mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, County and Employee hereby voluntarily and with full disclosure and knowledge mutually agree as follows:

1. This Agreement is provided as notice of Employee's resignation from his employment with the County effective July 13, 2017. Employee agrees to turn in all keys, equipment, vehicles and property of the County by July 13, 2017, and County shall acknowledge receipt of those items.
2. Elbert County will pay Employee as stated above for his July and August salary and accrued vacation pay through a check delivered to employee on July 13, 2017. Elbert County agrees to maintain benefits through July 31, 2017. Employee further agrees that this Agreement is a full and complete settlement and termination of any rights or claims that Employee may have or allege to have arising out of Employee's past and future duties, work performed and job responsibilities.
3. After July 13, 2017, the employee will no longer be responsible for legal representation of Elbert County on any County matters.
4. Employee agrees to participate in an exit interview if requested by the Elbert County Human Resources Department.
5. Employee understands the County will begin seeking a replacement for the County Attorney position upon the acceptance date of this Agreement.
6. The parties agree to cooperate with each other in pending litigation matters.
7. In exchange for, and in consideration of the terms and conditions of this Agreement, Employee hereby releases Elbert County and its elected and appointed officials and employees, from any claims, liabilities, demands or causes of action, whether for breach of contract, payment of wages including overtime, discrimination, or any other claim, including but not limited to rights or claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 1983, the Americans with Disabilities Act, The Family and Medical Leave Act, the Age Discrimination in Employment Act, or any state or federal

law, that Employee may have or claim to have had in the part or at present against Elbert County or any of its elected or appointed officials or employees based on Employee's employment with Elbert County through the effective date of July 13, 2017. By signing below, Employee acknowledges the decision to accept this Agreement and to release any claims describe in this Agreement is voluntary. In addition, Employee hereby acknowledges that Employee has carefully read and fully comprehends all of the provisions of this document and understands that Employee has the right to seek legal and financial advice before signing.

8. In addition, Employee knowingly, voluntarily, and irrevocably discharges and releases Elbert County from any claims arising under the Age Discrimination in Employment Act (ADEA). Employee acknowledges that he has been informed pursuant to the Federal Older Workers Benefit Protection Act of 1990 that:

- a) You are advised to consult with an attorney before signing this Agreement.
- b) You do not waive rights or claims under the Federal Age Discrimination in Employment Act that may arise after the date this Agreement is executed.
- c) You have twenty-one (21) days from the date of receipt of this Agreement to consider this Agreement. You acknowledge that if you sign this Agreement before the end of the twenty-one (21) day period, it will be your personal, voluntary decision to do so and that you have not been pressured to make a decision sooner.
- d) You have seven (7) days after signing this Agreement to revoke the Agreement, and the Agreement will not be effective until that revocation period has expired. If mailed, the rescission must be postmarked within the seven-day period, properly addressed to Elbert County Human Resources Department, PO Box 7, Kiowa, CO 80117.
- e) This Agreement shall not be effective or enforceable, and no payments or benefits under this Agreement shall be provided to you, until after the seven (7) day revocation period has expired. You understand that you will not receive any settlement payment if you void your signature or revoke this Agreement.



Wade Gateley

6/27/17

Date Signed



Danny Willcox, Chair
Board of County Commissioners

6/27/17

Date Signed

RESIGNATION AND RELEASE AGREEMENT

THIS RESIGNATION AND RELEASE AGREEMENT (the "Agreement"), is entered into this 15th day of June, 2017, by and between **ELBERT COUNTY**, (hereinafter "County") and **JOHANNA SANDERS** (hereinafter the "Employee").

WHEREAS, Employee is employed by Elbert County as Finance Specialist; and

WHEREAS, Employee has voluntarily resigned her position and has reached an agreement with the County that her employment will end, effective June 20, 2017, and to accept a full and final payment of complete salary for June 21, 2017, through October 20, 2017, of \$4,541.77 per month; and

WHEREAS, in recognition of Employee's contributions to Elbert County, the County and Employee have reached an agreement concerning certain matters as contained herein, and desire to set forth the terms and conditions of the Agreement in writing.

NOW THEREFORE, in consideration of the above premises, and in consideration of mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, County and Employee hereby voluntarily and with full disclosure and knowledge mutually agree as follows:

1. This Agreement is provided as notice of Employee's resignation from her employment with the County effective June 20, 2017. Employee agrees to turn in all keys, equipment and property of the County by June 27, 2017, and County shall acknowledge receipt of those items.
2. Elbert County will pay Employee, through the processed October 2017 direct deposit payroll, her full salary of \$4,571.77 and benefits for June 21, 2017, through October 20, 2017. Employee did not elect to take benefits through Elbert County. Employee further agrees that this Agreement is a full and complete settlement and termination of any rights or claims that Employee may have or allege to have arising out of Employee's past and future duties, actions, work performed and job responsibilities.
3. In exchange for, and in consideration of the terms and conditions of this Agreement, Employee hereby releases Elbert County and its elected and appointed officials and employees, from any claims, liabilities, demands or causes of action, whether for breach of contract, payment of wages including overtime, discrimination, or any other claim, including but not limited to rights or claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 1983, the Americans with Disabilities Act, The Family and Medical Leave Act, the Age Discrimination in Employment Act, or any state or federal law, that Employee may have or claim to have had in the part or at present against Elbert County or any of its elected or appointed officials or employees based on Employee's employment with Elbert County through the effective date of June 20, 2017. By signing below, Employee acknowledges the decision to accept this Agreement and to release any claims describe in this Agreement is voluntary. In addition, Employee hereby acknowledges that Employee has carefully read and fully comprehends all of the provisions of this document and understands that Employee has the right to seek legal and financial advice before signing.
4. In addition, Employee knowingly, voluntarily, and irrevocably discharges and releases Elbert County from any claims arising under the Age Discrimination in Employment Act (ADEA). Employee acknowledges that he has been informed pursuant to the federal Older Workers Benefit Protection Act of 1990 that:

- a) You are advised to consult with an attorney before signing this Agreement.
- b) You do not waive rights or claims under the federal Age Discrimination in Employment Act that may arise after the date this Agreement is executed.
- c) You have twenty-one (21) days from the date of receipt of this Agreement to consider this Agreement. You acknowledge that if you sign this Agreement before the end of the twenty-one- (21)-day period, it will be your personal, voluntary decision to do so and that you have not been pressured to make a decision sooner.
- d) You have seven (7) days after signing this Agreement to revoke the Agreement, and the Agreement will not be effective until that revocation period has expired. If mailed, the rescission must be postmarked within the seven-day period, properly addressed to Elbert County Human Resources Department, PO Box 7, Kiowa, CO 80117.
- e) This agreement shall not be effective or enforceable, and no payments or benefits under this Agreement shall be provided to you, until after the seven (7) day revocation period has expired. You understand that you will not receive any settlement payment if you void your signature or revoke this Agreement.

Johanna Sanders
Johanna Sanders, Employee

6/15/17
Date Signed

Danny Willcox
Danny Willcox, Chair
Board of County Commissioners

6/15/17
Date Signed