



This Waiver and Release Agreement (“Agreement”) is between Sky Tallman (“Employee”) and HUERFANO COUNTY GOVERNMENT (“Employer”) and shall inure to the benefit of other persons and entities as set forth below.

### **SECTION A - SEPARATION**

Employee’s separation from Employer is effective, January 4, 2024. Employee acknowledges that Employee has received all compensation to which Employee is entitled, including but not limited to, wages and earned but unused vacation time. Employee also acknowledges that Employee is not aware of any fact that would support a claim for unpaid wages.

### **SECTION B - CONSIDERATION**

Employer shall, as consideration for Employee’s release and promises set forth in this Agreement, pay Employee additional compensation that Employee would not be entitled to otherwise. Employer does not admit that it is legally obligated to make any payment and denies that it is responsible or legally obligated for any claims or that it has engaged in any improper conduct or wrongdoing.

Employee shall receive a gross lump-sum payment of \$8,250.00 less deductions required by law. Employer shall treat such payment as compensation from which federal and state withholding and payroll taxes shall be deducted.

### **SECTION C - GENERAL RELEASE OF EMPLOYER AND COVENANT NOT TO SUE**

In consideration for the payment set out in Section B above, Employee agrees to unconditionally release from and covenant not to sue or assert against Employer and all of its past and present parent companies, subsidiaries, related entities, shareholders, directors, members, trustees, officers, current and former employees, agents, insurers, attorneys, predecessors, successors, and assignees (Employer and all the foregoing other persons and entities are referred to collectively in this agreement as the “Releasees”), all causes of action, whether at law or in equity, pertaining to or arising from the employment relationship of the parties and the termination of such employment relationship based in whole or in part upon any act or omission occurring on or before the date of this Agreement, whether negligent or intentional, regardless of Employee’s present actual knowledge of the act or omission. The parties intend this waiver to be interpreted and applied as broadly as possible.

The Agreement does not affect the Employee’s right to file a charge with or participate in an investigative proceeding before the Equal Employment Opportunity Commission, National Labor Relations Board, state civil rights agency, or another federal, state, or local government agency or to communicate or cooperate with any such agency in its investigation, none of which shall constitute a breach of this Agreement. However, except for any complaint, charge, or proceeding under the National Labor Relations Act, Employee is expressly waiving Employee’s right to any relief, recovery, attorney fees, or other monies in

connection with any such complaint, charge, or proceeding brought against the Releasees, regardless of who filed or initiated any such complaint, charge, or proceeding.

Causes of action as used in this Section shall mean all claims, causes, judgments, damages, losses, liabilities, and demands of any kind, whether intentional or negligent, known or unknown, in law or in equity, individually or as part of a class or collective action, occurring on or prior to the date of execution of this Agreement, arising under any constitution, federal, state, or local law(s), including but not limited to:

- All claims or demands, directly or indirectly, relating to or arising out of Employee's employment with Employer, including the termination of that relationship;
- All claims for violation of any federal, state, or municipal statute, including but not limited to:
  - Title VII of the Civil Rights Act of 1964, as amended;
  - the Colorado Anti-Discrimination Act;
  - the Family and Medical Leave Act;
  - the Americans with Disabilities Act;
  - The Age Discrimination in Employment Act, as amended;
  - All claims arising from any theory under common law, such as breach of contract, express or implied; promissory estoppel; detrimental reliance; wrongful discharge; tortious interference with contract rights; infliction of emotional distress; and defamation;
  - All claims for violation of any federal or state constitution, law, or statute;
  - All claims arising out of any other laws and regulations relating to employment or employment discrimination, including claims arising under common law, including any tort, contract, or equitable theory; and
  - All claims for attorneys' fees and costs.

The general release and covenant not to sue does not apply to causes of action under federal, state, or local law (statutory, regulatory, or otherwise) that may not be lawfully waived and released, including, but not limited to, vested retirement benefits (if any), COBRA rights, National Labor Relations Act, unemployment compensation, and workers' compensation.

#### **SECTION D – AGE DISCRIMINATION IN EMPLOYMENT ACT AND OLDER WORKERS BENEFIT PROTECTION ACT RELEASE**

In addition to the General Release contained in Section C, Employee knowingly, voluntarily, and irrevocably discharges and Releases from any claims arising under the Age Discrimination in Employment Act. Employee acknowledges that Employee has been informed pursuant to the Older Workers Benefit Protection Act that:

Employee is advised to consult with an attorney before signing this Agreement.

Employee does not waive rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is executed.

Employee has forty-five (45) days from the date of receipt of this Agreement to consider this Agreement. Employee acknowledges that if Employee signs this Agreement before the end of the forty-five (45)-day period, it will be Employee's personal, voluntary decision to do so and that Employee has not been pressured to make a decision sooner.

Employee has 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 Angela Wakeman, Human Resources Officer, 401 Main Street, Suite 201, Walsenburg, CO 80189.

This agreement shall not be effective or enforceable, and no payments or benefits under this Agreement shall be provided, until after the seven (7) day revocation period has expired. Employee understands that Employee will not receive any settlement payment if Employee voids Employee's signature or revokes this Agreement.

#### **SECTION E - MISCELLANEOUS**

**Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, such provision shall be immediately null and void, leaving the remainder of this Agreement in full force and effect. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law.

**Receipt of Agreement.** Employee acknowledges that Employee received this Agreement on January 4, 2024.

**Indemnification.** Employee agrees to be responsible for state, local, and federal tax liability, if any, associated with the payment Employee receives pursuant to this Agreement. Employee will indemnify and hold harmless Employer from any tax liability, costs, penalties, or expense pertaining to any amounts owing by Employee, arising from the taxation of any amounts received by Employee pursuant to this Agreement.

**Entire Agreement.** This Agreement represents the entire agreement and understanding between Employee and Employer regarding the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings regarding same. This Agreement cannot be amended unless said amendment is reduced to writing and signed by Employee and an authorized representative of Employer.

**Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of Colorado without regard to conflict of law provisions.

**Forum Selection/Attorney Fees.** Any litigation between the parties relating to this Agreement will be brought only in courts located in the State of Colorado, and both parties consent to the personal jurisdiction of such courts over them. In the event either party breaches this Agreement, the non-breaching party shall be entitled to recover all costs and attorney fees incurred due to the breach.

**Binding Effect.** This Agreement is binding on the heirs, successors, and assigns of the parties.


**Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute a binding, effective agreement on the part of each of the undersigned.

**Acknowledgments by Employee.** By signing below, Employee acknowledges and agrees that: (i) Employee has carefully reviewed and understands this Agreement; (ii) Employee has been given a reasonable amount of time (45 days) to consider this Agreement; (iii) Employee enters into and signs this Agreement voluntarily; (iv) the release and waivers Employee has made are knowing, conscious, and with full appreciation that Employee is forever foreclosed from pursuing any of the rights or claims so waived; (v) Employee has been advised of Employee's right to consult with an attorney prior to executing this Agreement; (vi) the promises made by Employer herein constitute sufficient and legal consideration for Employee's agreement hereunder and are in addition to anything of value to which Employee is already entitled; (vii) Employee understands that if Employee does not return this Agreement, signed by Employee, to Employer within the time provided above, this offer will expire; and (viii) Employee understands that Employee may revoke and cancel the Agreement within seven (7) days after signing it by serving written notice upon Employer.

Signed 1/4/2024, 2024

Employer:  
\_\_\_\_\_

By: John Galusha  
Title: Chairman, Board of County Commissioners

Employee:  
  
By: SKY TALLMAN

## ADDENDUM A

Due to economic circumstances, HUERFANO COUNTY GOVERNMENT determined that it must terminate a number of employees in the County. The County is offering all selected employees separation pay in exchange for a waiver of claims.

### **HUERFANO COUNTY GOVERNMENT**

#### Older Workers Benefit Protection Act (OWBPA) Information Listing

January 4, 2024

The decisional unit is all Departments and Offices Reporting to the Board of County Commissioners, except the Department of Human Services.

All persons who are being terminated in this RIF are selected for the program. The positions in the HUERFANO COUNTY were reviewed based upon determination of relative capabilities and assessment of HUERFANO COUNTY business needs.

All persons who are being offered consideration under a waiver and release agreement (“Agreement”) must sign the Agreement and return it to Human Resources within 45 days after receiving it. Once the signed Agreement is returned, the employee has seven (7) days to revoke the Agreement.

The following is a listing of the ages and job titles of persons in HUERFANO COUNTY who were selected for termination and the offer of consideration for signing an Agreement:

Selected - Job Title	Ages of Persons Selected	Ages of Persons Not
PT Parks and Recreation Coordinator	28	N/A
Youth Conservation Coordinator	27	N/A
PT Parks and Recreation Coordinator/CSU	70	N/A
Economic Development Director	65	N/A
Land Use Director	41	N/A
Compliance Officer	61	N/A
GIS Tech	44	N/A
IT Director	45	N/A

