

SEVERANCE AND RELEASE AGREEMENT

This Severance and Release Agreement ("**Agreement**") is between Oak Creek Fire Protection District, a political subdivision of the State of Colorado ("**Employer**"), and Brady Glauthier ("**Employee**"). Employer and Employee are sometimes referred to singly as a "**Party**," and collectively as the "**Parties**." This Agreement will be effective on the date the Revocation Period set forth in Section 11 expires ("**Effective Date**").

BACKGROUND

WHEREAS, Employer has employed Employee in the position of Fire Chief; and,

WHEREAS, the Parties believe it is in their mutual best interests to enter into an agreement that sets forth the terms and conditions of Employee's amicable separation of employment from Employer.

NOW, THEREFORE, in consideration of the foregoing, and the terms conditions and mutual covenants, promises, and monetary consideration contained herein, the Parties agree as follows:

AGREEMENT

1. **Severance Payment.** In exchange for Employee's performance of his obligations under this Agreement, Employer will pay Employee Twenty-One Thousand Five Hundred and Fifty-One Dollars and Forty-Seven Cents (\$21,551.47), which is the equivalent of two months of Employee's base compensation ("**Severance Payment**"), less applicable taxes, withholdings, and deductions. The Severance Payment will be made to Employee in one lump sum amount within seven (7) business days after the expiration of the Revocation Period set forth in Section 11 below (provided Employee does not revoke this Agreement) and subject to the terms and conditions set forth below. Payment will be made via direct deposit, unless Employee requests a paper check.

2. **Unpaid Administrative Leave, Use of Accrued PTO, and Resignation.** Contemporaneously with the Parties executing this Agreement, Employee shall sign the resignation letter attached as **Attachment A**, which states Employee's last day of employment with Employer is July 11, 2025 ("**Separation Date**"). Employer shall keep the signed resignation letter confidential until expiration of the Revocation Period, at which time the letter shall be placed in Employee's personnel file, and the Employer may publicly state that Employee has resigned and the effective date of the resignation. Beginning on July 4, 2025 and continuing until the Separation Date, Employee shall be on unpaid administrative leave ("**Admin Leave**"). During the Admin Leave, Employee shall be permitted to use his accrued but unused PTO. If any accrued but unused PTO remains as of the Separation Date, Employer shall pay Employee the cash equivalent of the remaining PTO at the time it pays Employee the Severance Payment. All accrual benefits shall terminate on the date the Admin Leave commences.

3. **Wages.** Employee represents and agrees that a) he has received all wages to which he is entitled through the Separation Date, including his regular and overtime pay for performing

his normal duties as Fire Chief, and the hourly and overtime pay he was entitled to receive for his participation in any deployment to a state or federal wildland fire or any other natural or manmade disaster or emergency incident, and b) he is unaware of any fact that would support a claim for unpaid wages under the federal Fair Labor Standards Act. If, notwithstanding the foregoing, Employee asserts a wage claim against Employer, regardless of the forum or theory of law or equity under which the wage claim is asserted, Employee forfeits the Severance Payment and shall repay the Severance Payment in full to Employer within 72 hours of asserting the wage claim. If Employee fails to repay the full Severance Payment with that period, Employer may take any legal and/or equitable action(s) it deems appropriate to recover the Severance Payment.

4. ***Return of Property.*** Employee represents Employee has returned to Employer all property belonging to Employer, including but not limited to all records, files, office supplies, computers, software, computer disks, electronic information, printers, cellular telephones, credit cards, phone cards, office keys, building office card(s), and all other property.

5. ***Employment Confirmation Letter.*** Upon expiration of the Revocation Period, the Board President or in his absence the Board Secretary shall sign the employment confirmation letter attached as ***Attachment B.***

6. ***Non-Disparagement.*** Employee covenants and agrees that he will not make, publish, or communicate defamatory or disparaging remarks, comments, or statements about the Employer and its current Board members, employees, and volunteers (collectively, the “***Employer Parties***”) to any third party on any forum concerning the Employer, its business, and/or the Employer Parties, now or at any time in the future. Employer’s current Board of Directors¹ also agree not to make, publish, or communicate defamatory or disparaging remarks, comments, or statements to any third party on any forum concerning Employee.

7. ***Repair and Removal of Trailer, and Donation Receipt.*** Within five (5) calendar days of the Effective Date, Employee shall remove his trailer from Employer’s property. Employee shall be liable for any damage he causes to Employer’s property in connection with his removing the trailer, and he shall, at Employer’s option, immediately repair the damage or pay Employer the amount necessary to repair the damage. At the time it makes the Severance Payment, Employer shall pay Employee \$5,000, which amount Employee expressly agrees is sufficient to repair any damage to the trailer caused by Employer’s personnel. Upon expiration of the Revocation Period, the Board President or in his absence the Board Secretary shall sign and cause to be delivered to Employee the donation receipt attached as ***Attachment C.*** Employee is solely responsible for describing the nature of the donation and stating the dollar value of the donation in the space provided in the donation receipt, and shall be solely responsible for any agency or judicial liability arising from any aspect of Employee’s donation and/or his description of the donation or his statement of the value of the donation in the donation receipt.

8. ***Release by Employee.*** In exchange for the Severance Payment received by Employee pursuant to this Agreement, which consideration Employee was not entitled to but for Employee's entering into this Agreement, Employee releases, discharges, and forever acquits Employer, and all former and present directors and officers, employees, volunteers, insurers, benefit plans (and their

¹ David Park, Dwayne Osadchuk, Eric Kimsey, Skyler McKinley, and Mike Roach.

fiduciaries), agents, and representatives (both individually and in their official capacities); attorneys; accountants; any other related entities of Employer (whether or not such entities are wholly-owned); and all predecessors, successors, and assigns of each of the foregoing individuals and entities (the "**Released Part(y)ies**"), from liability for, and hereby waives, any and all claims, damages, or causes of action, whether known or unknown, of any kind related to Employee's employment with any Released Party, the separation of such employment, and any other acts or omissions related to any matter occurring on or prior to the Effective Date, including without limitation any alleged violation of: (a) Title VII of the Civil Rights Act of 1964, as amended; (b) the Civil Rights Act of 1991, as amended; (c) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (d) the Age Discrimination in Employment Act of 1967, as amended (including as amended by the Older Workers Benefit Protection Act); (e) the Employee Retirement Income Security Act of 1974, as amended; (f) the Immigration Reform Control Act, as amended; (g) the Americans with Disabilities Act of 1990, as amended; (h) the National Labor Relations Act, as amended; (i) the Occupational Safety and Health Act, as amended; (j) the Family and Medical Leave Act of 1993, as amended; (k) the Healthy Families and Workplaces Act ("HFWA"); (l) the Family and Medical Leave Insurance Program ("FAMLI"); (m) any state or federal anti-discrimination law, (n) any state or federal wage and hour law; (o) any other local, state or federal law, regulation or ordinance; (p) any public policy, contract, tort, or common law claim; (q) any allegation for costs, fees, or other expenses, including attorneys' fees, incurred in the matters referenced herein; (r) the Patient Protection and Affordable Care Act of 2010; (s) the Sarbanes-Oxley act of 2002; (t) any claim that may be waived under the Protections for Public Workers Act; and, (u) any and all claims Employee may have arising as the result of any alleged breach of contract, compensation plan, or agreement with any Released Party (collectively, the "**Released Claims**"). This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Employee is simply agreeing that, in exchange for the consideration of the Severance Payment and other valuable consideration provided him under this Agreement, any and all potential claims of this nature that Employee may have against one or more of the Released Parties, regardless of whether they actually exist, are expressly settled, compromised, and waived. By signing this Agreement, Employee is bound by it. Anyone who succeeds to Employee's rights and responsibilities, such as heirs or the executor of Employee's estate, also is bound by this Agreement. This release also applies to any claims brought by any person or agency or class action under which Employee may have a right or benefit. THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE RELEASED PARTIES.

Notwithstanding this release of liability, nothing in this Agreement prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission ("**EEOC**") or comparable state or local agency or participating in any investigation or proceeding conducted by the EEOC or comparable state or local agency; provided, however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief or recovery as a result of such EEOC or comparable state or local agency proceeding or subsequent legal actions. Further, in no event shall the Released Claims include (i) any claim which arises after the Effective Date, or (ii) any claim to vested benefits under an employee benefit plan.

Employee represents that he has not brought or joined any lawsuit or filed any charge or claim against any Released Party in any court or before any government agency and has made no assignment of any rights Employee has asserted or may have against any of the Released Parties to any person or entity, in each case, with respect to any Released Claims.

Nothing in this Agreement is intended to release any right or claim that cannot be released under Federal or Colorado law, including Employee's right, if any, to apply for unemployment benefits under Colorado law. Employer makes no representations as to the effect of the Severance Payment on Employee's eligibility for unemployment benefits under Colorado law. Employer agrees it will not contest Employee's application for unemployment benefits; provided, however, that Employer has the right, in its discretion, to correct any misstatement of fact made by Employee in connection with applying for and seeking unemployment benefits. This Agreement does not limit Employee's rights under the Protecting Opportunities and Workers' Rights Act ("POWR").

9. **Release by Employer.** Employer releases any releasable claim, cause of action, or demand against Employee, whether known or unknown, arising from his employment with Employer prior to the date he was placed on paid administrative leave; provided, however, Employer is not releasing any claim against Employee that arises from or relates to Employee's policies and practices of calculating and paying wages, benefits, and pension contributions, including regular hourly rate of pay, straight time, overtime, deployment rates/wages, and benefits for Employer's employees and volunteers.

10. **21-Day Consideration Period.** Employee understands he has a legal right to, and has been given, at least twenty-one (21) days from receipt of this Agreement within which to consider this Agreement, i.e. up to and including July 16, 2025. Employee is permitted to sign this Agreement before the end of the 21-day period, thereby commencing the mandatory 7-day Revocation Period described in Section 11, so long as Employee's decision is knowing and voluntary and is not induced by Employer through fraud, misrepresentation, a threat to withdraw or alter the offer prior to the expiration of the 21-day time period, or by providing different terms to Employee for signing this Agreement before the expiration of the 21-day consideration period. Employee's signing of this Agreement before the expiration of the 21-day consideration period shall be conclusive evidence that Employee's decision was knowing and voluntary and was not induced by Employer through fraud, misrepresentation, a threat to withdraw or alter the offer prior to the expiration of the 21-day time period, or by providing different terms to Employee for signing this Agreement.

11. **Revocation of Agreement.** Employee understands that he has the right to revoke this Agreement at any time during the seven (7) calendar days following the date on which Employee signs this Agreement ("**Revocation Period**"). This Agreement is not effective or enforceable until those seven days have passed. Employee shall provide written notice of any such revocation to Employer's Board President by no later than the 5:00 p.m. (MST) on the 7th day.

12. **Knowing and Voluntary Waiver; Employee Warranties.** Employee understands this Agreement is an important legal document and he represents and confirms that he has been represented by legal counsel who has advised him in all aspects of this Agreement and represented him in the negotiation and execution of this Agreement. Employee further represents and warrants:

- a. Employee is over 40 years of age as of the date Employee signs this Agreement;
- b. Employee has read and agrees to the terms and conditions of this Agreement;
- c. Employee voluntarily and knowingly executes this Agreement without being pressured or influenced by any statement or representation of any person acting on behalf of Employer, including Employer's officers, directors, supervisors, employees, volunteers, and agents; and
- d. Employee has no knowledge of the existence of any lawsuit, proceeding, or investigation against Employer or its officers, directors, supervisors, employees, volunteers or agents based on or arising from any of the Released Claims.

13. ***Promise Not to Sue.*** Except as discussed in Section 8 above, Employee expressly covenants and agrees never to institute or participate in any suit or action, at law or in equity, related to any Released Claim. Employee agrees not to pursue or bring before any federal, state, or other governmental authority or court any claim, complaint, or charge against any of the Released Parties relating to any Released Claim, and Employee further agrees Employee is not entitled to any remedy or relief if he were to pursue any such claim, complaint, or charge.

14. ***Remedies for Employee's Breach.*** Employee covenants and agrees that his breach of this Agreement shall entitle Employer, in addition to any other remedy available at law or in equity, to recover any Severance Payment made to Employee as liquidated damages, and not as a penalty. Further, in addition to any other remedy available at law or in equity, Employee expressly agrees Employer may enforce the provisions of this Agreement through injunctive relief, and Employee agrees Employer shall not be required to establish any irreparable injury other than the breach of this Agreement, and Employer shall not be required to post any bond or surety, which Employee hereby waives.

15. ***Consideration.*** Employee acknowledges that the Severance Payment and all other benefits Employee has received under this Agreement are fair and adequate consideration for the Employee to be bound by the promises, covenants, and agreements Employee has made in this Agreement.

16. ***Health Insurance & COBRA.*** Employee's health insurance coverage shall terminate on the Separation Date, unless Employee chooses to extend such coverage, at Employee's cost, in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("***COBRA***"). This Agreement does not limit such rights in any manner.

17. ***Governmental Immunity.*** This Agreement is not intended, and shall not be construed, as a limitation on or waiver of the rights, privileges, immunities, defenses, benefits, and limitations on damages provided to, or enjoyed by, Employer and its past and present directors, officers, employees, and volunteers under federal, state, or local statutory, constitutional, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

18. **Not Eligible for Re-Hire.** Employee understands he is not be eligible for re-employment with Employer following the Separation Date. Employee agrees not to submit any applications for employment with Employer, whether or not Employee believes he may be qualified for the position.

19. **Miscellaneous.** This Agreement may not be modified except by a written amendment executed by the Parties. Colorado law governs this Agreement. Course of dealing, no matter how long, shall not constitute an amendment to this Agreement. This Agreement supersedes any prior oral or written understanding or agreement between the Parties. If any provision or part thereof in this Agreement is held invalid, illegal, or unenforceable for any reason, it is the Parties' intent, and request, that the remainder of this Agreement will remain in full force and effect, and that the Court modify this Agreement to the minimum amount necessary to make the remaining portions enforceable. The Parties participated equally in the negotiation and drafting of this Agreement, and it shall not be interpreted or applied against either Party under any legal or equity principle, law, or doctrine requiring such action based on a party drafting the document so interpreted or applied. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. This Agreement will benefit and be binding upon the Parties and their respective heirs, representatives, assignees, and successors. This Agreement is not and shall not be construed to be an admission of any act, practice, or policy by Employer or Employee in violation of any statute, common law duty, constitution, or administrative rule or regulation. Further, this Agreement shall not constitute evidence of any such proscribed or wrongful act, practice, or policy. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, award, or order. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Employee:

Dated: 7/3/2025 _____

By:  _____
Brady Glauthier

**Oak Creek Fire Protection District, a political
subdivision of the State of Colorado**

Dated: _____

By: _____
Mike Roach, Board Secretary

unenforceable for any reason, it is the Parties' intent, and request, that the remainder of this Agreement will remain in full force and effect, and that the Court modify this Agreement to the minimum amount necessary to make the remaining portions enforceable. The Parties participated equally in the negotiation and drafting of this Agreement, and it shall not be interpreted or applied against either Party under any legal or equity principle, law, or doctrine requiring such action based on a party drafting the document so interpreted or applied. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. This Agreement will benefit and be binding upon the Parties and their respective heirs, representatives, assignees, and successors. This Agreement is not and shall not be construed to be an admission of any act, practice, or policy by Employer or Employee in violation of any statute, common law duty, constitution, or administrative rule or regulation. Further, this Agreement shall not constitute evidence of any such proscribed or wrongful act, practice, or policy. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, award, or order. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Employee:

Dated: _____

By: _____
Brady Glauthier

Oak Creek Fire Protection District, a political
subdivision of the State of Colorado

Dated: 7/3/2025

By: 
Mike Roach, Board Secretary

Attachment A
(Resignation Letter)

July 3, 2025

Board of Directors
Oak Creek Fire Protection District
131 E Main Street
Oak Creek, CO 80467

Re: Resignation

Board members,

I hereby resign from my position as Fire Chief effective July 11, 2025.

DocuSigned by:

7116AAAD72D4DE
Brady Glauthier

Accepted by the Board of Directors:

By: _____
David Park, Board President Date

Attachment B
(Confirmation of Employment)

[Letterhead]

[Date]

To whom it may concern,

This letter confirms that Brady Glauthier was employed by the Oak Creek Fire Protection District in the position of Fire Chief during the period and for the compensation set forth below:

Period of employment: Commencing _____ and ending July 11, 2025.

Compensation at the time of separating employment: _____.

Sincerely

David Park
Board President

Attachment C
(Donation Receipt)

DONATION RECEIPT

July __, 2025

Brady Glauthier

[address]

[address]

Re: Donation

Mr. Glauthier:

Thank you for the following donation to the Oak Creek Fire Protection District:

Notice: Donor is solely responsible for describing the donation and stating the date of donation and the value of the donation in accordance with the federal Tax Code, IRS regulations, and any other applicable federal, state, or local law, regulation, statute, rule, or ordinance. The Fire District shall not be liable for any misrepresentation made by Donor.

Description of Donation: _____

Date of Donation: _____

Value of Donation: _____

Your donation supports the Fire District and lessens the burden of it providing governmental services to its constituents.

Sincerely

David Park
Board President

*Oak Creek Fire Protection District is a political subdivision of the State of Colorado.
Charitable contributions made to Oak Creek Fire Protection District for exclusively public purposes are
tax-exempt pursuant to Section 170(c)(1) of the Internal Revenue Code.*

No goods or services were provided in consideration for your donation.