

RESIGNATION, RELEASE AND SEPARATION AGREEMENT

This Resignation, Release and Separation Agreement (hereinafter "Agreement") is made this 20th day of May, 2026. The Parties to the Agreement are Daniel Ferris (hereinafter referred to as "Ferris") and the City of Dacono, Colorado (hereinafter referred to as "City" or "the City.") Collectively, Ferris and the City may be referred to as the "Parties."

RECITALS

A. Ferris was employed by the City as a Police Sergeant with the City Police Department. Ferris resigned his employment, effective May 15, 2026.

B. The purpose of this Agreement is to finalize the separation of employment between Ferris and the City, and resolve any claims that might relate to the employment relationship and/or any claims Ferris has or may have as of the date this Agreement is signed against the City, its current and former employees, representatives and Council members, its attorneys, and agents (jointly referred to as "Releasees").

C. The Parties' willingness to enter into this Agreement is not an admission of any wrongdoing or liability by either Party relating to the employment relationship and/or the termination of that relationship. In fact, each Party specifically denies any wrongdoing or liability to the other.

IN CONSIDERATION of the above Recitals, the payment set forth below, and the mutual covenants and agreements contained herein, as evidenced by Ferris's signature and the signature of City Manager Jennifer Krieger on behalf of the City of Dacono, the Parties agree as follows:

READ CAREFULLY BEFORE SIGNING

This Agreement, made on the day indicated below, by Ferris and the City and its assigns, all current and former employees, servants, agents, contractors, current and former elected and appointed officials, members, successors, predecessors, attorneys, insurance carriers, and self-insurance pool(s) (hereinafter referred to jointly as "Releasees"), as follows, to wit:

Ferris and the City are desirous of resolving any issues between them related to Ferris's employment, Ferris's resignation from his employment, and the ending of his employment as a Police Sergeant for the City.

NOW, THEREFORE, Ferris, for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby **REMISE, RELEASE AND FOREVER DISCHARGE** the Releasees, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, which exist as of the date of this Agreement, whatsoever, which Ferris now has or may hereafter have, of any kind, including all actions, claims and demands arising out of Ferris's employment with the City, the separation of Ferris from his employment with the City, including but not limited any right to appeal or response to the notice of discipline, and any other claim(s) involving Releasees to any degree.

CONSIDERATION TO FERRIS

The consideration to Ferris is as follows:

1. Following receipt of his written resignation and this Agreement becoming effective, the City shall cause to be paid to Ferris 1) 20 hours, constituting full payment of final wages from May 14 through May 15, 2026 (in the amount of \$1,279.36) and 2) \$32,751.61, constituting 512 hours of accrued but unused leave (PTO) paid out per City policy. These payments will be processed in accordance with the City's regular payroll schedule, with deposits scheduled for May 29, 2026, and both payments are subject to applicable taxes and withholdings.
2. Ferris's elected benefits will remain active through May 31, 2026. Subsequently, GBS Colorado, the City's Third-Party Administrator (TPA) for COBRA, will contact Ferris regarding continuation coverage options for him and his eligible dependents.
3. To the extent that Ferris properly directs all verbal inquiries from prospective employers to the Human Resources Director and the Human Resources Director receives the request, the Human Resources Director will take reasonable steps for her or her designee to respond to any verbal inquiries about Ferris by verifying that Ferris was employed by the City, Ferris's job title, Ferris's date of first appointment, and the date of separation. This provision does not affect the City's response to a written reference inquiry accompanied by a signed authorization by Ferris or any request permitted under Colorado law.
4. Ferris shall return any and all documents, equipment, computer(s), device(s), keys, proximity card(s), parking pass(es), written and electronic materials, files, data and metadata and the equipment, on which the same is made, maintained or accessed and any and all password(s), access code(s) or authorization(s), and any financial transaction device(s), and/or other thing(s) in his possession or under his control, which belong to the City and/or Dacono Police Department.
5. The City shall report to the Colorado Peace Officer Standards and Training ("POST") and Colorado Division of Criminal Justice that Ferris resigned while under investigation, pursuant to § 24-31-903, § 24-31-321, C.R.S.
6. Ferris understands and agrees that the City has provided him with the opportunity to review all supporting materials underlying the Notice of Intent to Terminate and to extend his response period. Ferris has declined this offer and reiterated his desire and intent to resign from employment. In doing so, Ferris waives any right to any response or other process under the City's policies and/or state or federal law related to the notice of proposed discipline, including termination of his employment. Ferris understands that his resignation while under investigation will be noted in the file to be maintained in accordance with policy and applicable law. Ferris further understands that, pursuant to policy and applicable law, his resignation is not grounds for the termination of any pending investigation.

7. The City shall agree, using its discretion as the issuing agency, that Ferris left the Dacono Police Department in good standing for purposes of the Law Enforcement Officers Safety Act of 2004 ("LEOSA"). Upon Ferris's request, the City shall provide reasonable written confirmation, certification, or other documentation consistent with that determination relative to LEOSA, subject to applicable law and City policy. The City makes this determination because Ferris's anticipated discipline was related to internal policy violations related to supervision and not related to misconduct or use of force.

CONSIDERATION TO THE RELEASEES

1. The execution of this Agreement by Ferris and his agreement to the provisions contained herein.
2. Ferris agrees that he will not apply for or in any manner seek employment in any position or otherwise work in any capacity for or with the City.
3. Ferris warrants that he has not filed or submitted any lawsuit(s) or administrative charge(s) with the EEOC or CCRD against the City or any of its officers or employees. Ferris warrants that by, with, and through this Agreement, he has been fully compensated for any claim(s) he alleges and/or he may have, and recognizes such contentions are disputed by the City. Ferris acknowledges that by accepting the consideration described above, he is waiving any right to further administrative process, compensation and/or damages, attorney fees or court costs, and agrees that he has been fully compensated and adequate consideration exists for the making and enforcement of this Agreement.
4. Ferris waives any right to any hearing or other process under the City's Personnel Policies and/or Charter and/or state or federal law related to the separation of his employment and the ending of his appointment.
5. Ferris further acknowledges and agrees that all payments outlined herein represent full and final payment of all wages, compensation, bonuses, or other benefits from the City which are or could be due in connection with his employment.

WARRANTY OF FERRIS CONCERNING CONSIDERATION RECEIVED

Ferris warrants as follows:

No promise or agreement not herein expressed has been made to Ferris; that in executing this Agreement Ferris is not relying upon any statement or representation made by the Parties hereby released or said Parties' agents and servants concerning any matter or thing, but is relying solely upon his own judgment and knowledge and that of his attorney if he has retained or consulted with an attorney; that the above described consideration is received by Ferris in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon Title VII, 42 USC §1983, the Americans with Disability Act, the First, Fourth, Fifth or Fifteenth Amendments, the Fair Labor Standards Act, the Family Medical Leave Act, the Colorado

Anti-Discrimination Act, Colorado state statutes and CRCP 106, and C.R.S. § 24-31-906; that it is Ferris's clear intention to fully and forever release Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of Ferris as to the present nature and extent of his claims through the date of the execution of this Agreement; that a portion of the consideration provided to Ferris hereunder is being provided for Ferris's voluntary assumption of the risk that Ferris's injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Agreement was arrived at in good faith, at arms length and after negotiation; that the above mentioned consideration is received by Ferris in full settlement and satisfaction of any claims which Ferris may have for attorney's fees or costs; that Ferris is over the age of 18 years and legally competent to execute, appreciate and fully understand this Agreement; that no claims for loss of consortium exist; AND THAT BEFORE SIGNING AND SEALING THIS AGREEMENT, FERRIS HAS FULLY INFORMED HIMSELF OF ITS CONTENT AND MEANING, HAS HAD HIS LEGAL COUNSEL EXPLAIN OR HAS CHOSEN NOT TO CONSULT WITH LEGAL COUNSEL, WAIVED THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAS EXECUTED THIS AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

Ferris further warrants that there are no assignees, subrogees, or other third Parties who have a right to participate in this settlement or receive any of the consideration provided hereunder.

Ferris agrees to indemnify, defend, and hold forever harmless the Releasees of and from any and all further claims, demands or causes of action which may be made against the Releasees by any person, firm or corporation acting for Ferris or asserting a derivative claim from Ferris.

Ferris further warrants that he has not received benefits or payments from Medicare or Medicaid related to matters covered or relevant to this Agreement.

NO ADMISSION OF LIABILITY

Ferris and the City acknowledge that Ferris and the Releasees each deny liability or wrongdoing on their part and that this Agreement is not to be construed, in any way, as an admission of liability, but is only a settlement done in the best interest of both Parties.

INCOME TAX CONSEQUENCES

Ferris warrants that no opinions or statements have been made to him by any Releasee, or any Releasee's agents or agent or employee, relating to any income tax consequences of the payments made under this Agreement. Ferris agrees to indemnify, defend, and hold harmless the Releasees from any and all claims with respect to the income tax consequences of the payment made under this Agreement asserted by any taxing authority, including the United States Government or its Internal Revenue Service.

OLDER WORKER BENEFIT PROTECTION ACT AND AGE DISCRIMINATION AND EMPLOYMENT ACT

While Ferris acknowledges that he has not asserted any such claims, he has nonetheless been advised that:

1. This Agreement does not apply to any claim(s) that may arise after the effective date of the Agreement. The effective date is 7 days after the date this Agreement has been signed by Ferris;
2. Ferris has been and hereby is advised of Ferris's right to consult with legal counsel prior to executing this Agreement. Ferris acknowledges that he has been advised to consult legal counsel;
3. Ferris has twenty-one calendar days to consider this Agreement, although Ferris may choose to voluntarily execute it earlier; and,
4. Ferris has seven calendar days following the execution of this Agreement to revoke it. Written notice of such revocation shall be provided to Attorney Courtney Kramer at 3900 E. Mexico Ave., Suite 700 Denver, CO 80210 on or before 5 P.M. on the seventh calendar day.

MISCELLANEOUS PROVISIONS

This Agreement contains the entire understanding of the Parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the Parties.

This Agreement shall be binding upon Ferris, his heirs, administrators, personal representatives, assigns, and subrogees, if any, as well as all other persons, firms, or corporations acting on Ferris's behalf or asserting a derivative claim.

Ferris and the City agree that each shall bear his or its own costs, including attorney's fees related to this action.

Ferris and the City have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that either party was a drafter.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law rules or principles. Any state-court action shall be brought in a Colorado state court of competent jurisdiction in the county where venue is proper for claims against the City.

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, lawful, and enforceable while preserving the Parties' intent as closely as possible.

Facsimiles shall suffice as originals. This Agreement may be executed in counterparts.



05 / 21 / 2026

Dan Ferris

date

CITY OF D'ACONNO: .



Jennifer Krieger, City Manager date

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SENT

05 / 21 / 2026

19:57:37 UTC

Sent for signature to Dan Ferris (dbferris@hotmail.com) by services@clio.com acting on behalf of kathryn.delmonico@thefrontlinelawyers.com
IP: 97.118.134.176



VIEWED

05 / 21 / 2026

20:34:25 UTC

Viewed by Dan Ferris (dbferris@hotmail.com)
IP: 76.155.16.158



SIGNED

05 / 21 / 2026

20:35:22 UTC

Signed by Dan Ferris (dbferris@hotmail.com)
IP: 76.155.16.158



COMPLETED

05 / 21 / 2026

20:35:22 UTC

The document has been completed.