

STATE OF TEXAS §
TARRANT COUNTY §

SETTLEMENT AGREEMENT AND FULL, FINAL AND COMPLETE RELEASE

This Settlement Agreement and Full, Final and Complete Release (the “Agreement”) is entered into by Kelsey Parks (“Charging Party”) and Tarrant County, Texas (“Respondent”).

Reference to “Charging Party” includes Charging Party’s heirs, devisees, executors, administrators, personal representatives, successors, agents, assignees, and others in privity with Charging Party.

Reference to “Tarrant County” or “Respondent” includes Tarrant County, Texas, and any of its former, current or future officials, employees, representatives, contractors, and agents.

Reference to “the Parties” means Charging Party and Defendant, as each is herein defined.

Reference to “this Charge” as used herein means (1) EEOC Charge No. 450-2023-03274, *Ms. Kelsey Parks v. Tarrant County Sheriff’s Office*; and (2) all factual and legal allegations of the Parties contained in EEOC Charge No. 450-2023-03274, Respondent’s Position Statement, and discussed by the Parties during the August 30, 2023, mediation, including but not limited to, any allegations or claims arising out of Ms. Parks candidacy for employment with Respondent spanning August 9, 2022-September 14, 2022, as is more fully described in the EEOC and Tarrant County records, including, but not limited to all claims for discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e or other civil rights claims; claims for pain and suffering and mental anguish; claims for declaratory/injunctive relief; claims for attorneys’ fees; claims for punitive or exemplary damages; and claims of any and every type which have been made or could be made arising out of the occurrence in question.

WHEREAS, it is the intent of the Parties to resolve completely, fully and finally all issues and disputes existing among them, whether now known or unknown, whether matured or unmatured, and whether fixed or contingent, of any type or kind, so that they will have no further obligations to or involvement with each other, except those expressly provided for in this Agreement, and this Agreement should be construed broadly to accomplish this purpose and intent. It is intended that no outstanding issues should remain, and any omission of any issue, or any language implying any limitation on the scope of this Agreement is inadvertent and should be construed so as to give full effect to the Parties' stated intent;

WHEREAS, all matters between the Parties have been settled; and

WHEREAS, the Parties are of the opinion that for and in consideration of avoiding the uncertainty of litigation and the consideration set forth below, this Agreement should be executed.

FOR AND IN CONSIDERATION of the recitals set forth above, and for the further consideration discussed herein below, the Parties agree as follows:

1. Charging Party shall execute this Agreement in favor of Respondent, and;
2. The Parties agree that, following the execution of this Agreement, the sum total of FIFTEEN THOUSAND NO/100 DOLLARS (\$15,000.00) shall be paid to Ms. Kelsey Parks, such funds being paid for settlement of all alleged claims and/or damages which have been or could have been brought or sought in this Charge or future litigation ("Settlement Payment").

3. Charging Party explicitly acknowledges that Respondent has made no representation as to the characterization of the Settlement Payment for tax purposes and that Charging Party remains solely responsible to properly remit income taxes, if any, related to said Settlement Payment.

4. Charging Party specifically releases Respondent from any and all claims or causes of action, if any, alleged in this Lawsuit or which could have been alleged in this Lawsuit or by filing a separate lawsuit, including but not limited to, but not limited to all claims for discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e or other civil rights claims; claims for pain and suffering and mental anguish; claims for declaratory/injunctive relief; claims for attorneys' fees; claims for punitive or exemplary damages; and claims of any and every type which have been made or could be made arising out of the occurrence in question.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. For and in consideration of the recitals set forth above and the further consideration set forth below, Charging Party hereby releases Defendant, and by this instrument does forever release, acquit, and discharge Respondent from any and all claims, demands, losses, damages, and causes of action of any kind whatsoever, without limit, whether at common law, in equity, statutory, or otherwise which they have, or may have, known or unknown, whether in existence or those which become existent in the future when such arise out of or relate to this Lawsuit.

2. It is the intention of Charging Party that this be a universal, absolute, and global release of all claims of any kind which they might have, now and forever, against Respondent to

the extent such claims arise out of or relate to her employment candidacy with Respondent or this Charge. Should any court, by judgment or decree, determine this Agreement does not fully and finally discharge every such claim, Charging Party agrees to reform this Agreement and to release any such claim or cause of action against Respondent that becomes the subject matter of said judgment or decree.

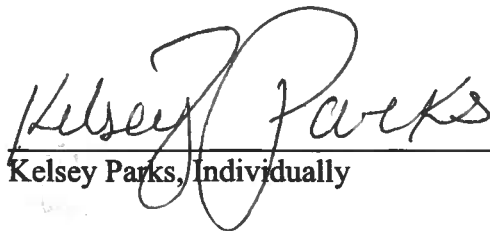
3. Charging Party understands and agrees:
 - a. The terms hereof are contractual and not mere recitals.
 - b. This Agreement is to compromise disputed factual and legal claims of Charging Party against Defendant, to avoid litigation and to buy peace, and nothing herein shall be construed as an admission of liability by any party, all liability being expressly denied.
 - c. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.
 - d. Charging Party signs this Agreement after the opportunity to consult with her own legal counsel, based solely on her own judgment, and she is not relying on any representations of any other party hereto.
 - e. Charging Party expressly represents that no claims, demands, controversies, actions, causes of action, contracts, liabilities, damages, injuries, losses, or other rights which are mentioned in this Agreement, or released hereby but not specifically enumerated, have been assigned, conveyed, or in any manner whatsoever, transferred to any other person or entity.
 - f. Further, for the same aforesaid consideration, Charging Party agrees to fully and completely defend and hold harmless Respondent of and from any claims related to this Lawsuit or any injuries, for damages or expenses arising out of or resulting from her employment candidacy with Respondent, regardless of whether such claims, demands, actions or causes of action result or resulted from the actual or alleged acts or omissions of negligence, gross negligence, deliberate indifference, or other alleged fault of Respondent. This indemnification shall include attorneys' fees, litigation expenses, and costs that Respondent may incur defending against same. It is specifically understood that under no circumstances will Respondent ever be liable to pay to any**

person or entity any amount in excess of the aggregate sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), the amount being paid herein.

- g. Charging Party hereby acknowledges that she has read this Agreement and that she fully understands the effect of this Agreement, and that she executed it of her own free will and accord for the consideration set forth herein, after consultation with her own legal counsel.
- h. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, arrangements, or understandings between the Parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist, and this Agreement cannot be changed or terminated orally.
- i. Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

WITNESS OUR SIGNATURES on this the _____ day of September, 2023.

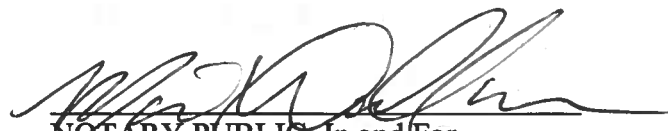
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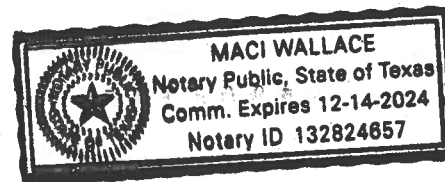

Kelsey Parks, Individually

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared KELSEY PARKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the foregoing instrument and that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29 day of September, 2023.


NOTARY PUBLIC, In and For
the State of TEXAS



TIM O'HARE
County Judge

STATE OF TEXAS §
COUNTY OF TARRANT §

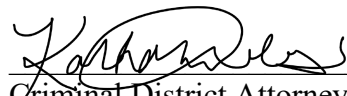
BEFORE ME, the undersigned authority, on this day personally appeared TIM O'HARE, Tarrant County Judge, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing instrument, is authorized to make this agreement, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of October, 2023.

NOTARY PUBLIC, In and For
the State of TEXAS

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____



Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.