# Park County, Colorado Non-Disclosure Agreement

**This Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between the Board of County Commissioners of Park County, Colorado (the "BOCC" or "County" or "Disclosing Party"), with its principal office at P.O. Box 1373 Fairplay, CO 80440, and [Insert Employee Name] (the "Recipient" or "Employee"), an employee of the County residing at [Insert Employee Address].**

## Recitals

**WHEREAS,** the Recipient is employed by the County and, in the course of employment, may have access to Confidential Information (as defined below) belonging to the County; and

**WHEREAS,** the County desires to protect its Confidential Information from unauthorized disclosure or use, in consideration of employee's termination on _____, **2026** and the Recipient agrees to such protections as a condition of continued employment of thirty days (30) should the employee disclose this agreement or the terms and condition in this agreement, the employee shall be subject to reimbursement to the County three times (3) the amount of pay, the employee shall also pay attorney fees and court costs; and

**WHEREAS,** this Agreement is unilateral and imposes obligations solely on the Recipient to favor the County's interests, with no reciprocal confidentiality obligations on the County.

**NOW, THEREFORE,** in consideration of the Recipient's continued employment and access to Confidential Information, and other good and valuable consideration, the parties agree as follows:

### 1. Definition of Confidential Information

"Confidential Information" means any and all information, data, documents, materials, or knowledge disclosed by the County to the Recipient, whether orally, in writing, electronically, or otherwise, that is not generally known to the public and that relates to the County's operations, including but not limited to: trade secrets; technical data such as processes, techniques, and research; business plans, strategies, financial information, budgets, revenues, expenses, and pricing; personnel records; customer, supplier, or vendor lists; legal matters; county policies, procedures, and internal communications; and any other proprietary information designated as confidential by the County. Confidential Information includes information of third parties that the County is obligated to protect.

The County shall mark written or tangible Confidential Information as "Confidential" where practicable, but failure to do so does not waive protection if the Recipient knows or should know it is confidential.

### 2. Purpose

The Recipient may use the Confidential Information solely for the purpose of performing their employment duties for the County (the "Purpose"). No other use is permitted without the County's prior written consent, which may be withheld in the County's sole discretion.

### 3. Obligations of Non-Disclosure and Non-Use

The Recipient shall: (a) Hold the Confidential Information in strict confidence and protect it using at least the same degree of care as the Recipient uses for their own confidential information, but

no less than reasonable care. (b) Not disclose, publish, distribute, or permit the disclosure of any Confidential Information to any third party without the County's express prior written consent, which may be withheld with or without cause in the County's sole discretion. (c) Not use the Confidential Information for any purpose other than the Purpose, including for personal gain or to the detriment of the County. (d) Limit access to Confidential Information to only those of the Recipient's agents or representatives who need it for the Purpose and who are bound by confidentiality obligations at least as restrictive as those herein. The Recipient is responsible for any breaches by such persons.

The Recipient will not disclose any Confidential Information except as otherwise governed by law, including the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. If disclosure is required by law, subpoena, court order, or governmental authority, the Recipient shall immediately notify the County in writing and provide reasonable assistance to the County in contesting or limiting the disclosure. The Recipient may disclose only the minimum information legally required.

**4. Exclusions**

Confidential Information does not include information that: (a) Is or becomes publicly available through no fault of the Recipient; (b) Was known to the Recipient prior to disclosure by the County, as evidenced by written records; (c) Is lawfully received from a third party without restriction and without breach of any obligation to the County; (d) Is independently developed by the Recipient without use of or reference to the County's Confidential Information, as evidenced by written records; or (e) Is required to be disclosed under applicable law, including CORA, subject to the notice and cooperation requirements in Section 3.

**5. Return or Destruction of Information**

Upon termination of employment, request by the County, or when no longer needed for the Purpose, the Recipient shall promptly return or destroy all Confidential Information (including copies, notes, or extracts) and certify in writing to the County that such return or destruction has occurred.

**6. Term**

The Recipient's obligations under this Agreement shall continue during employment and for three (3) years thereafter, except for information qualifying as a trade secret under Colorado law (**C.R.S. § 7-74-101 et seq.),** for which obligations shall continue indefinitely as long as it remains a trade secret.

**7. Remedies for Breach**

The Recipient acknowledges that any breach or threatened breach of this Agreement will cause irreparable harm to the County, for which monetary damages alone may be inadequate. Accordingly, the County shall be entitled to seek immediate injunctive relief, specific performance, or other equitable remedies in addition to any legal remedies available, without the need to post a bond or prove actual damages. The Recipient shall also reimburse the County for all costs and attorneys' fees incurred in enforcing this Agreement. It shall be presumed that a breach results in irreparable harm to the County.

**8. No License or Ownership Transfer**

This Agreement grants no license, ownership, or other rights in the Confidential Information to the Recipient. All Confidential Information remains the exclusive property of the County.

**9. Governing Law and Venue**

This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to conflict of laws principles. Any action arising under this Agreement shall be brought exclusively in the District Court in and for Park County, Colorado.

**10. Entire Agreement; Amendments**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. No amendment shall be valid unless in writing and signed by both parties.

**11. Severability**

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

**Disclosing Party (County):**

**Park County, Colorado**

**Recipient (Employee):**

By: _____

**(Signature)**

Name: **[Employee Name]**

Date: _____

**PARK COUNTY, COLORADO**

**Acting by and through its Board of County Commissioners**

_____

Dave Wissel, **Chair**

_____

Amy Mitchell, **Commissioner**

_____

Jason Gemmer, **Commissioner**

**ATTEST:**

**(SEAL)**

_____

Clerk and Recorder