

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is made, entered into and effective this 17th day of February 2015, between the City of Glendale, an Arizona municipal corporation ("City") and Brenda S. Fischer ("Fischer"). The City and Fischer are occasionally referred to hereinafter as the "Parties."

RECITALS

- A. Employee was appointed by the City Council and served as the City Manager since July 16, 2013.
- B. Fischer resigned from her position as City Manager by notice to the City on February 12, 2015, to be effective on a future date.
- C. The Parties desire to establish the terms of Fischer's voluntary resignation from employment with the City and resolve any and all potential disputes between them by entering into this Agreement.
- D. The City desires to provide severance benefits to Fischer in consideration for limited assistance to the City regarding information related to past duties and to provide information regarding past City practice(s), provided such activity is requested by the City Manager or City Attorney relative to matters handled or supervised by Fischer.
- E. Fischer desires to accept severance benefits and to provide limited assistance to the City upon the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, therefore, the Parties agree as follows:

- 1. Termination Date. Fischer's employment with the City of Glendale is terminated effective at the end of the business day on April 3, 2015. Beginning February 17, 2015, Fischer will be employed as Consultant to the City until her termination date.
- 2. Accrued Benefits. Fischer waives right to payment for any accrued vacation and sick leave benefits in consideration of her continued employment through April 3, 2015. City will pay Fischer any Deferred Compensation that may be due for FY 2014-15.
- 3. Settlement. The City agrees to pay Fischer an additional amount of \$152,981 on April 3, 2015 to fully resolve any and all claims, including claims arising out of contract that Fischer may have against the City arising out of her employment with the City and/or resignation from the City. This amount will be paid in one final payment. The Parties agree that this amount is not compensation for the purposes of retirement or any other benefit calculations or accruals and no benefits will accrue following February 17, 2015.

4. Release by Fischer. In consideration for the above-described settlement payments and promises, Fischer hereby fully releases and forever discharges the City, its current and past officers, elected and appointed officials, employees and agents, both in their professional and/or personal capacities from any and all claims, damages, or liabilities of any nature whatsoever that Fischer claims to have, or may claim to have, against any of them arising out of Fischer's employment with the City, the cessation of that employment, or any other decisions, actions or statements whatsoever undertaken by any of them, or concerning any matters relating to Fischer's employment predating the execution of this Agreement, including any and all potential claims, including but not limited to, claims arising out of the following: alleged breach of contract (express or implied), alleged breach of the covenant of good faith and fair dealing, alleged retaliation, alleged misrepresentation (intentional or negligent), alleged tortious conduct, including, but not limited to, the negligent or intentional infliction of emotional distress, defamation or false light, alleged violations of the Arizona Civil Rights Act, the federal Civil Rights Act of 1866, 1871, 1964 or 1991, the Americans with Disabilities Act, the Rehabilitation Act, the Family and Medical Leave Act, the Arizona workers' compensation statutes, the United States Constitution, the Arizona Constitution or any other federal law, state law, local ordinance, common law, or administrative regulation, including claims arising out of costs, expenses and attorneys' fees, regardless of whether or not any claims or damages are or may be known to the Parties at the time of the execution of this Agreement. The Parties acknowledge that this release does not include a waiver or release of rights or claims relating to breach of this Agreement.
5. Release by the City. The City also releases Fischer from any and all legal claims it has or may have against Fischer, except as may be related to criminal conduct, as of the date of this Agreement.
6. Availability. Fischer will be available from the date of this Agreement until April 3, 2015 to respond to questions regarding matters Fischer previously handled or supervised for the City. However, Fischer will not provide consulting services on other matters unless by a separate agreement.
7. No admission. The Parties agree that nothing contained in this Agreement shall be deemed to be an admission of liability or an admission that either party has breached any obligation owed to the other.
8. Non-Disparagement. As a material inducement for Fischer to enter into this Agreement, Fischer agrees that she will not, nor cause a third party to: (i) make any negative, disparaging or defamatory comments about the City of Glendale, its

Council members, officers, employees, attorneys and their spouses and will not (ii) directly or indirectly, disclose, disseminate, or use any confidential information concerning the City of Glendale. The City of Glendale City Council, its members, assistant city managers, deputy city managers, and acting or interim city manager will not, nor will they cause any third-party to: (i) make any negative, disparaging, or defamatory remarks about Fischer or any person associated with or representing Fischer and will not (ii) directly or indirectly, disclose, disseminate, or use any confidential information concerning Fischer. The Parties further agree that from this time forward they will not make or repeat any allegation of illegal, immoral, unethical, unprofessional or improper conduct about the other, unless ordered to do so by a court of competent jurisdiction or otherwise required by law.

9. Non-Retaliation. The Parties agree that they will not retaliate against one another because of any allegations involved in this Agreement.
10. Personal belongings and City property. The Parties agree to make timely arrangements within seven calendar days for Fischer to receive her personal belongings from City offices and for Fischer to return to the City any keys, passcards, cell phones, computers or iPads or other City property in her possession.
11. Governing law. This Agreement shall be construed, enforced and governed by the laws of the State of Arizona.
12. Consultation with attorney. Fischer understands and agrees that this Agreement shall constitute written notice to her to consult with an attorney prior to executing this Agreement.
13. Understanding of Agreement. By executing this Agreement, Fischer expressly represents that she has carefully read it in its entirety, that she has had an opportunity to discuss its provisions with her attorneys, that she understands and agrees to all of its provisions, and that she has executed it knowingly, voluntarily and without any duress, compulsion or undue influence.
14. Entire Agreement. The Parties agree that they are not relying on any representations, promises, statements or agreements not contained in this Agreement. The Parties agree that this Agreement is all-inclusive and that, except as otherwise referenced herein, no additional oral or written representations, promises, or agreements exist with respect to the subject matter hereof. This Agreement cannot be modified, amended, terminated or otherwise changed, unless it is done so pursuant to a written document or documents signed by the Parties or duly authorized representatives of the Parties.

15. Further Assurances. Each party shall do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, confirm or carry out the terms of this Agreement.
16. Severability. Should any part or interpretation of this Agreement be declared by any court or arbitrator of competent jurisdiction to be illegal or invalid, the remainder of this Agreement shall remain valid and in effect, the invalid provision shall be deemed to conform to a valid provision most closely approximating the intent of the invalid provision, and the invalid provision shall not be deemed to be a part of this Agreement.
17. Successors and assigns. This Agreement is binding on and shall inure to the benefit of the Parties hereto and their respective successors, heirs, personal representatives and assigns.
18. Headings. The headings of the paragraphs of this Agreement are for reference and convenience only and shall not be considered in interpreting this Agreement.
19. Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be constructed according to its plain meaning and neither for nor against either party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor either party.

THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE ABOVE AGREEMENT AND RELEASE, INCLUDING THE RELEASE FROM LIABILITY INCLUDED IN THE AGREEMENT. EACH PARTY HAS CAREFULLY READ AND UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT. EACH PARTY ENTERS INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND INTENDS TO BE LEGALLY BOUND BY ITS TERMS.

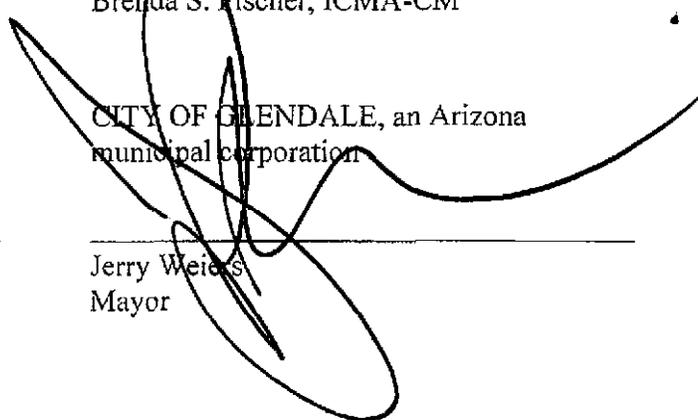
(Signatures on following page)

2/18/15
Date

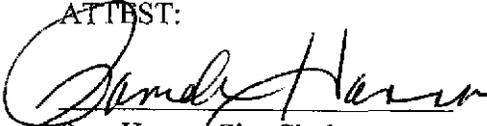

Brenda S. Fischer, ICMA-CM

CITY OF GLENDALE, an Arizona
municipal corporation

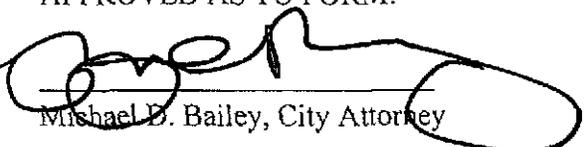
02/18/15
Date


Jerry Weiers
Mayor

ATTEST:


Pam Hanna, City Clerk

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney