

RELEASE OF CLAIMS

This Release of Claims ("Release") is a full and final resolution of any claims or potential claims between the City of San Jose (the "City") and Alex Gurza ("Employee"), except as otherwise explicitly stated in this Release. For and in consideration of the City providing the following benefits for which Employee is not eligible unless he signs this Release, the City and Employee agree as follows:

1. City agrees to rescind Employee's removal from the Unclassified position of Deputy City Manager/Director of the Office of Employee Relations that occurred on December 14, 2014 and to make retroactive pay adjustments for the period of December 14, 2014 through January 23, 2015 to correspond with Employee's salary as of December 13, 2014.
2. Employee hereby agrees to resign from City employment effective January 23, 2015.
3. City agrees to provide severance pay in the amount of \$111,460.38 equivalent to six (6) months of pay, less deductions authorized or required by law. This sum shall be paid in a lump sum, single payment twenty (20) days after the City's receipt of this signed Release and an executed Notice of Separation of City Service form indicating Employee's resignation from employment effective January 23, 2015.
4. In consideration of these additional benefits described in paragraphs 1 and 3 above, Employee, on behalf of his heirs, spouse, and assigns, hereby completely releases and forever discharges the City of San Jose and the Successor Agency to the San Jose Redevelopment Agency, which includes their past and present affiliates, agents, officers, appointed officials, including, but not limited to, council appointees, elected officials, employees, attorneys, insurers, successors and assigns (collectively, the "Releasees") from any and all claims, of any and every kind, nature and character, known or unknown, foreseen or unforeseen, based on any act or omission occurring up to the date of Employee signing this Release, relating to Employee's offer of employment, Employee's employment, and Employee's separation of employment with the City of San Jose.

The matters released include, but are not limited to, any claims under federal, state or local laws, including claims arising under, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Fair Employment and Housing Act, and any common law, tort or contract or statutory claims, including any claims relating to the San Jose City Charter, including, but not limited to, San Jose City Charter Section 1105, San Jose Municipal Code, City of San Jose Ordinances, Resolutions, or Policies, and any claims for attorneys' fees and costs. The only exceptions are any claims Employee may have for unemployment or workers compensation.

Employee understands and agrees that this Release extinguishes all claims, whether known or unknown, foreseen or unforeseen against the Releasees, except for those exceptions expressly described above. Employee expressly waives any rights or benefits under Section 1542 of the California Civil Code, or any equivalent statute. California Civil Code Section 1542 provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”



Initials

By placing Employee's initials in the foregoing paragraph, Employee acknowledges that he has knowingly waived any and all rights under Civil Code Section 1542.

5. Employee fully understands that, if any fact with respect to any matter covered by this Release is found hereafter to be other than or different from the facts now believed by Employee to be true, Employee expressly accepts and assumes that this Release shall be and remain effective notwithstanding such difference in the facts.
6. Employee agrees not to file any claim, charge, grievance, action or complaint concerning any matter referred to in this Release. If Employee has previously filed any claims, Employee agrees to take all reasonable steps to cause them to be withdrawn without delay.
7. Employee agrees not to apply for employment with the City of San Jose for the period of six (6) months following his execution of this Release. Employee also understands that the City of San Jose has no obligation to hire or employ Employee during the six (6) month period that Employee agrees to not apply for employment with the City of San Jose.
8. This Release constitutes the entire agreement between the City and Employee with respect to any matters referred to in this Release. This Release supersedes any and all of the other agreements between the City and Employee.
9. No other consideration, agreements, representations, oral statements, understandings or course of conduct which are not expressly set forth in this Release should be implied or are binding. Employee understands and agrees that this Release shall not be deemed or construed at any time or for any purposes as an admission of any liability or wrongdoing by either the City or Employee. Employee also agrees that if any provision of this Release is deemed invalid, the remaining provisions will still be given full force and effect. The terms

and conditions of this Release will be interpreted and construed in accordance with the laws of California.


10. Prior to execution of this Release, Employee has apprised himself of sufficient relevant information in order that Employee might intelligently exercise his own judgment. Employee has had sufficient time to consult counsel, if he wishes.

11. Employee has read this Release and understands all of its terms. Employee further acknowledges and agrees that this Release is executed voluntarily and with full knowledge of its legal significance.

EMPLOYEE'S ACCEPTANCE OF RELEASE

I HAVE CAREFULLY READ AND FULLY UNDERSTAND AND VOLUNTARILY AGREE TO ALL THE TERMS OF THE RELEASE IN EXCHANGE FOR THE ADDITIONAL BENEFITS TO WHICH I WOULD OTHERWISE NOT BE ENTITLED.

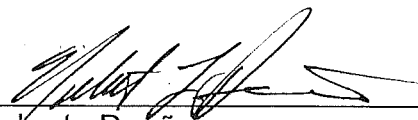
Dated: 1-24-2015



Alex Gurza

Approved by Appointing Authority:

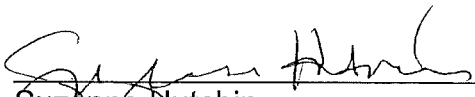
Dated: 1/26/15



Norberto Dueñas
Interim City Manager

Approved as to form for the City of San Jose:

Dated: 1/26/15



Suzanne Hutchins
Senior Deputy City Attorney