

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 Edward Shikada ("City Manager"), except as otherwise explicitly stated in this Release. For and in consideration that the City will provide the following benefits for which City Manager is not eligible unless he signs this Release, the City and City Manager agree as follows:

1. City Manager hereby resigns as City Manager effective January 2, 2015.
2. City Manager and the City acknowledge and agree that City Manager's resignation has been accepted by the City Council.
3. City agrees to provide severance pay in the amount of \$128,750.00, 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.
4. City agrees to pay out any unused executive leave, in addition to the 80 hours that City Manager is eligible for on December 21, 2014.
5. City agrees to pay for City Manager's current elected health benefits coverage continuation under COBRA for six (6) months commencing February 1, 2015 or until City Manager has started new employment, whichever occurs first.
6. In consideration for these additional benefits described in paragraphs 3, 4 and 5 above, City Manager, 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, 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 City Manager's signing of this Release, relating to City Manager's Employment Agreement entered into on November 19, 2013, City Manager's employment, and City Manager'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

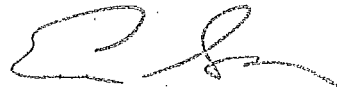
10. Prior to execution of this Release, City Manager apprised himself of sufficient relevant information in order that he might intelligently exercise his own judgment. City Manager has had sufficient time to consult counsel, if he wishes.

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

CITY MANAGER'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.

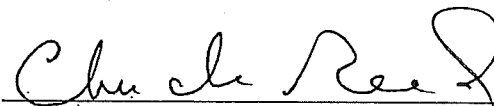
Dated: 12/17/14



Edward Shikada

Approved by Appointing Authority

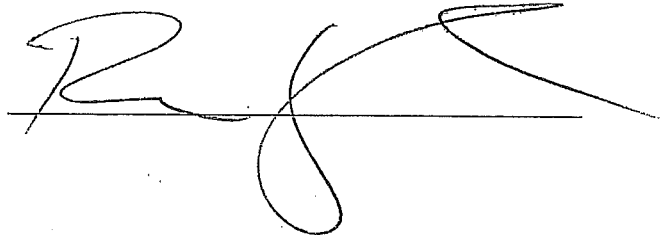
Dated: 12/17/14



Chuck Reed
Mayor

Approved as to form for the City of San Jose:

Dated: 12/22/14



RE-EXECUTION AND RATIFICATION OF RELEASE OF CLAIMS

I HEREBY RE-EXECUTE AND REAFFIRM ALL RIGHTS AND OBLIGATIONS SET FORTH IN THE RELEASE OF CLAIMS I SIGNED ON DECEMBER 17, 2014, INCLUDING THE TIME TO CONSIDER AND VOLUNTARILY AGREE TO ALL THE TERMS OF THE RELEASE OF CLAIMS.

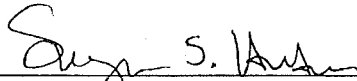
Dated: 1/12/15



EDWARD SHIKADA

Approved as to form for the City of San Jose:

Dated: 1/12/15



SUZANNE S. HUTCHINS
Sr. Deputy City Attorney