

**CITY CLERK  
ORIGINAL**

**C-8419  
04/01/2013**

**SEVERANCE AGREEMENT**

THIS AGREEMENT made this First day of April, 2013, by and between Craig D. Tindall ("Employee") and the City of Glendale, an Arizona municipal corporation ("City"), which will be in effect as of the date of approval by the City Council.

**RECITALS**

- A. Employee was appointed by City Council and served the City as its City Attorney for more than eight years and served as the City's Deputy City Attorney for approximately four years prior to that appointment.
- B. Employee desires to resign or retire his appointment and employment with the City as set forth herein and the parties understand that Employee has a contractual right to a severance payment equal to six months' wages and other benefits.
- C. The City desires to provide severance benefits to the Employee and to continue to employ Employee for limited consulting services and assistance to the City regarding information related to his past duties and to provide information regarding past City practice(s) and the physical location of information or data and how to access it, and to provide such other information as requested by the City Manager or City Attorney relative to past matters handled or supervised by Employee.
- D. Employee desires to accept severance benefits and to provide limited consulting services and assistance to the City upon the terms and conditions set forth in this Agreement.
- E. The parties to this Agreement also desire to resolve all claims or potential claims arising out of and relating to Employee's employment at the City and to continue their relationship based upon the following terms and conditions.

**AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

1. Employee will voluntarily resign from his position as City Attorney as of April 1, 2013 but will remain in the employment of the City in a position other than City Attorney and receive all compensation and benefits currently received by Employee until the date six months from the approval of this Agreement by the City Council ("Separation Date"). Employee will tender his resignation as City Attorney within two work days of the execution of this Agreement by the City as described at Section 9 herein.
2. Employee will be available for up to five hours per two-week period from the date of this Agreement to the Separation Date to respond to factual questions regarding matters Employee previously handled for the City; provided however, Employee will not provide legal advice to the City unless by a separate agreement.
  - a. Employee will not be required to be present at the City from the period April 1 through October 1, 2013, and may communicate electronically or otherwise to respond to the City. To assist in his ability to respond to the City, he shall be allowed to continue to utilize the City's Westlaw access in connection with City matters or other pursuits not in conflict with the City, as long as he does not incur costs for searches outside the City's standard legal libraries.

- b. The City's obligation to continue Employee's compensation and benefits through the Separation Date is independent of any other right or obligation set forth herein and may not be diminished or terminated at any time.
3. On July 1, 2013, City will remit for the benefit of Employee deferred compensation equal to \$21,787.00, which will be paid and benefit Employee consistent with the manner in which the City has previously paid Employee's deferred compensation.
4. Within five business days of the date of this Agreement, City will pay to Employee for other benefits due the amount of \$5,250.00 and Employee will retain his cell phone and phone number.
5. On the Separation Date, Employee will be paid for personal time, and accrued vacation and sick leave as of the Separation Date, but in no event less than \$48,097.29 ("Accrued Benefits Payment").
  - a. At Employee's option, Employee may retire from the City as of the Separation Date, in which case City will deposit tax-free the Accrued Benefits Payment into a Retiree Health Savings Account established for the benefit of Employee and administered consistent with the City's policies and other applicable regulations governing the City's Retiree Health Savings Accounts.
  - b. Should Employee choose to retire from the City as of the Separation Date, Employee will have all the rights and benefits of other City retirees.
  - c. Notwithstanding § 5(a), Employee may choose to retire but have the amount due for personal time, \$8,202.16, paid directly to employee and the remainder of the Accrued Benefits Payment deposited by the City into a Retiree Health Savings Account established for the benefit of Employee.
6. The City, with informed consent from its attorneys, hereby waives any conflict of Employee or a law firm with which Employee may become affiliated regarding transactional matters previously handled by Employee for the City.
7. The City and Employee, as consideration for this Agreement, hereby mutually release each other from any and all claims, causes of action, complaint(s), charge(s) or demand(s) related to Employee's service to the City. This release is not intended to affect, diminish or eliminate (nor are the following enumerations intended to create or increase):
  - a. any right or claim Employee may have in relation to payments or benefits provided, or to be paid or provided, by the City to Employee pursuant to the terms of this Agreement;
  - b. any right or claim Employee may have under the terms of any health insurance policy or health insurance contribution rights under COBRA; or
  - c. any vested rights Employee may have under any retirement or deferred compensation plan.
8. No Council guideline or City policy, rule, regulation, or procedure will be deemed to preclude a Council Member or other employee of the City providing Employee with a

recommendation related to Employee's service for the City.

9. The Effective Date of this Agreement shall be the date of approval by City Council. The City Manager upon Council authorization shall execute and return a fully executed Agreement to Employee within two business days of approval by the Council.
10. Upon the Effective Date of this Agreement, the City Manager shall issue a press release concerning Employee as set forth at Attachment A.
11. In the event an asserted breach of this Agreement by Employee, the City may only seek specific performance of §1 and waives any right of termination of this Agreement, offset, or monetary damages.
12. In the event of any controversy, claim or dispute between or among the parties arising from or relating to this Agreement, the prevailing party or parties will be entitled to recover reasonable costs, expenses, court costs, expert witness fees, litigation-related expenses and attorneys' fees.
13. This Agreement may only be modified or altered by a subsequent writing to be signed by all parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to be effective as of the Effective Date.

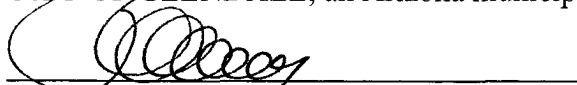
**Employee:**



Craig D. Tindall

**City:**

CITY OF GLENDALE, an Arizona municipal corporation



Dick Bowers, Acting City Manager

**ATTEST:**



Pam Hanna, City Clerk

**APPROVED AS TO FORM:**



Acting City Attorney

## **Attachment A**

### **PRESS RELEASE:**

Craig Tindall has resigned as City Attorney of the City of Glendale and will serve the City as Special Counsel for the next six months. His continued service will assist the City as it transitions several major issues requiring complex legal guidance to a new City Attorney.

Mr. Tindall has been City Attorney since February 2005 and served as Acting City Attorney for many months prior to that date. During this period, Mr. Tindall provided the leadership and legal guidance that was critical during a time of dynamic change for the City. Through his efforts, the City has entered into several major public-private partnerships necessary for the development of major infrastructure and facilities that provide beneficial amenities and enhancement not just to the City, but the state and region as well. As a result of Mr. Tindall excellent skills and dedicated service, the City has received international acclaim.

The City of Glendale thanks Mr. Tindall for his many years of service to it and its citizens and wishes him well as he pursues new opportunities.