



City of Hamtramck
3401 Evaline Avenue
Hamtramck, Michigan 48212
kpowell@hamtramckcity.com
313/876-7700 Ext 361
Fax: 313/876-7771

March 11, 2015

Mr. Maxwell Garbarino

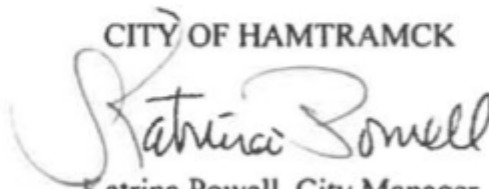
Re: Acceptance of Resignation of Employment
Police Chief, Maxwell Garbarino

Dear Mr. Garbarino:

This letter is to inform you that I, in my capacity as the Hamtramck City Manager, and on behalf of the City of Hamtramck, accept your resignation as the City's Police Chief, effective immediately.

On behalf of the City, I want to thank you for your service.

Very truly yours,

CITY OF HAMTRAMCK

Katrina Powell, City Manager

Cc: Mayor Karen Majewski
Hamtramck City Council
Human Resources Department

March 11, 2015

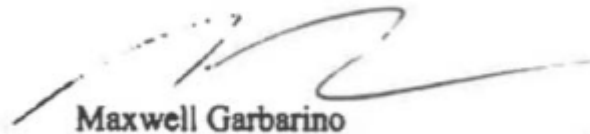
Ms. Katrina Powell, City Manager
City of Hamtramck
3401 Evaline
Hamtramck, MI 48212

Re: Resignation of Employment

Dear Ms. Powell:

This letter is to inform you that, effective immediately, I am resigning from all positions I hold with the City of Hamtramck. I am thankful for the opportunity to have served the City of Hamtramck and its residents.

Sincerely,



Maxwell Garbarino

Cc: Mayor Karen Majewski
Hamtramck City Council

implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

- 4.5 Any and all CLAIMS under any Federal or State statute relating to employee benefits, retirement benefits, vacation or sick time benefits, pension, profit sharing or other employment benefits or entitlements. Moreover, Garbarino is unaware of any work related injuries;
- 4.6 Any and all CLAIMS under any Federal or State statute or regulations relating to employee benefits or retirement benefits, provided that Garbarino has not waived his right to receive vested retirement benefits that he may have and he may make claims for such benefits through procedures established in the applicable retirement plan;
- 4.7 Any and all CLAIMS for attorney's fees, sanctions and costs under statute, court rules or case law;
- 4.8 Any and all CLAIMS of or concerning grievance or arbitration rights under his Employment Agreement and any union collective bargaining agreement; and
- 4.9 Any and all CLAIMS arising under the United States Constitution or the State of Michigan Constitution, including, but not limited to, any and all due process or equal protection claims.

The parties understand that this Agreement covers all of the aforementioned CLAIMS and potential CLAIMS, which arose on or accrued before the date of execution of this Agreement, including pre- and post-employment causes of action, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes an essential term of this Agreement. This Release shall be read as broadly as possible such that the City shall have no further obligations or liability of any sort or nature to Garbarino, directly or indirectly, except as otherwise provided for in this Agreement.

5. WAIVER OF RIGHT TO FUTURE EMPLOYMENT WITH HAMTRAMCK

Garbarino waives any right to be rehired by, nor reapply for any position with the City and agrees that he will not apply for employment with City in the future, and if he does so, this Separation Agreement will constitute adequate consideration for the City to deny his application for employment.

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT ("Agreement") is between the CITY OF HAMTRAMCK, a Michigan municipal corporation, which has its principal place of business at 3401 Evaline Street, Hamtramck, Michigan 48212-3315 ("City") and MAXWELL GARBARINO ("Garbarino"). This Agreement is effective as of March 11, 2015 ("Effective Date").

1. PARTIES TO THIS AGREEMENT.

(A) As used in this Agreement, Garbarino shall include Maxwell Garbarino, his spouse (if married) and his family members, personal representatives, executors, administrators and heirs-at-law.

(B) As used in this Agreement, the City shall include its respective agents, city managers, emergency managers, past and present elected officials, officers, appointees, employees, representatives, agents, attorneys, successors and assigns, and/or representatives of all of the above listed entities.

2. TERMINATION OF EMPLOYMENT.

(A) Garbarino's employment with the City of Hamtramck is terminated effective March 11, 2015.

(B) In order to effectuate this Agreement, Garbarino agrees to submit a letter of resignation to the City of Hamtramck resigning from any and all positions with the City of Hamtramck in which he serves in any capacity, together with his signature on this Agreement. The effective date of said resignation shall be March 11, 2015. The City agrees to waive any written notice provision included in Garbarino's Employment Agreement.

(C) In accordance with existing City policy, in the event that the City receives any inquiries regarding Garbarino's employment with the City, the City shall respond only that Garbarino "resigned from employment with the City," confirmation of dates of employment and position(s) held.

3. SETTLEMENT

(A) The City will continue to provide Garbarino with standard health insurance coverage, pursuant to his Employment Agreement dated February 3, 2014 through June 30, 2015. Garbarino is further entitled to be paid for all previously accumulated leave time currently frozen in his leave bank in the total amount of \$73,084.38, in accordance with his employment agreement, dated February 3, 2014.

(B) All other non-vested benefits, except Garbarino's entitlement to COBRA effective July, 1 2015 and unless otherwise provided for herein, shall terminate effective March

6. CONFIDENTIALITY.

(A) The terms and conditions of this Agreement and the basis for any claims, demands or negotiations giving rise to this Agreement are considered by the parties to be confidential and may not be communicated to any other person or entity except as otherwise expressly permitted herein or under the law.

(B) The City and Garbarino also agree that disparaging or critical statements made by either party are detrimental to the interests of both. Therefore, the parties agree that both will refrain from any conduct, whether written or oral, which would be damaging to the reputation of the other party, or which is not in the best interests of the City's officers, management or employees. Likewise, the City will not, in any sanctioned or official manner, make any disparaging or damaging remarks regarding Garbarino or his employment with the City.

7. NON-ADMISSION OF LIABILITY.

It is agreed that neither this Agreement nor anything contained herein shall constitute an admission of any liability or wrongful conduct on the part of either party. Any and all such liability or wrongful conduct is expressly denied.

8. OPPORTUNITY TO REVIEW AGREEMENT.

Garbarino acknowledges that he has read and fully understands the terms of this Agreement, and that he is fully aware of its contents and of its legal effect. Garbarino agrees that he has had the opportunity to review this Agreement with his counsel of choice; and enters into this Agreement freely and voluntarily and with a full understanding of its terms. Garbarino acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made by the City to induce his execution of this Agreement.

9. GOVERNING LAW

This Agreement is made under and shall be governed by the laws of the State of Michigan

10. SEVERABILITY

Other than the essential terms, each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

11, 2015. In addition, Garbarino's Employment Agreement is considered null and void, effective March 11, 2015.

The foregoing provisions and other considerations, receipt of which is acknowledged by Garbarino, are in full and final settlement of Garbarino's termination of employment from the City, and of the claims referred in paragraph 4 below.

4. GENERAL RELEASE.

Garbarino hereby forever releases and discharges the City, its respective agents, city managers, emergency managers, elected officials, officers, employees, representatives, agents, attorneys, successors and assigns from any and all suits, causes of action, complaints, charges, obligations, demands, or claims of any kind, whether in law or in equity, either direct or indirect or known or unknown, which Garbarino ever had or now has (hereinafter collectively referred to as "CLAIMS"). Garbarino's release and waiver of CLAIMS specifically include, but is not limited to, the release, waiver, and discharge of the following:

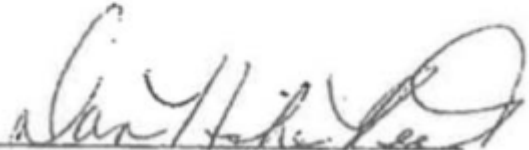
- 4.1 Any and all CLAIMS for wages or fringe benefits, not otherwise provided for in this Agreement;
- 4.2 Any and all CLAIMS including, but not limited to wrongful discharge, constructive discharge, violations of State and Federal whistleblower statutes, wrongful discharge, breach of express or implied contract, or breach of fiduciary duty;
- 4.3 Any and all CLAIMS of alleged employment discrimination or wrongful discharge in violation of any federal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, as well as claims under Title VII of the Civil Rights Act, as amended, 42 USC §2000e *et seq.*, Federal civil rights claims under 42 U.S.C. 1981 and 1983, the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 *et seq.*, the Older Workers Benefit Protection Act of 1990, the Americans With Disabilities Act, 42 U.S.C. §12101 *et seq.*, the Rehabilitation Act of 1972, as amended, 29 U.S.C. §701 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. 201, *et seq.*, the Family and Medical Leave Act, 29 U.S.C. 2601, *et seq.*, the Michigan Persons With Disabilities Civil Rights Act, M.C.L. §37.1101 *et seq.*, the Michigan Elliott-Larsen Civil Rights Act, M.C.L. §37.2101 *et seq.*, the Michigan WhistleBlowers' Protection Act, M.C.L. §15.361 *et seq.*, and/or any other applicable Federal, State or local law, regulation, rule or ordinance of any kind;
- 4.4 Any and all CLAIMS in tort, including, but not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of

11. HEADINGS

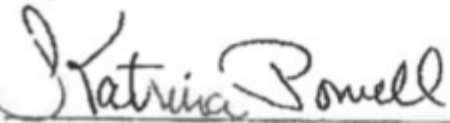
The headings contained in this Agreement are for the convenience of the parties only and are not to be used in interpreting this Agreement.

12. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and no change, modification or waiver of any provision will be valid unless in writing and signed by the parties. This Agreement supercedes and annuls any and all former agreements, contracts, promises or representations, whether oral or written, express or implied, between the City and Garbarino, except as specifically provided for in this Agreement.

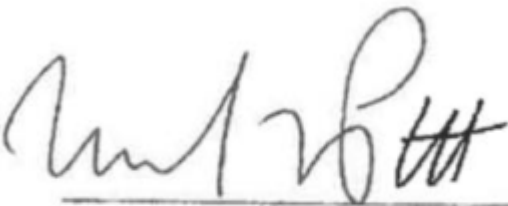

WITNESS

The City of Hamtramck


By: 

Its: City Manager

DATE: March 11, 2015


WITNESS

MAXWELL GARBARINO



DATE: March 11, 2015