

EMPLOYMENT AGREEMENT

This Agreement is made this _____ day of _____, 2015, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, (“City”), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Glenn Gimbut, referred to in this Agreement as “City Attorney.” This Agreement is to extend the Employment Agreement between the City and Mr. Gimbut dated _____, 2014, (“2014 Agreement”) and said agreement shall remain in full force and effect for the period of extension, unless specifically modified herein. It is the intention of the City and the City Attorney that their current employment relationship continue as before, except as expressly modified by this Agreement.

In consideration of the mutual covenants, agreements and promises provided herein, the sufficiency of which is expressly acknowledged, City and City Attorney agree as follows:

SECTION I TERM AND NATURE OF EMPLOYMENT

This Employment Agreement is for a specific and limited duration. The City Attorney shall be employed by the City of San Luis as City Attorney through October 15, 2015, (the “Agreement Period”), unless the City Attorney’s employment is terminated at an earlier date pursuant to Section V of the 2014 Agreement.

SECTION II DEVOTION OF FULL TIME TO BUSINESS

During the Agreement Period, the City Attorney shall devote the whole of his time, attention, and energies to the performance of his duties as the City Attorney of the City of San Luis, Arizona. City agrees that City Attorney may perform private legal consultation services.

SECTION III DUTIES

During the Agreement Period, the City Attorney shall represent the City in its legal affairs and provide legal advice and counsel to the City of San Luis. He shall supervise all other attorneys working for or otherwise representing the City of San Luis in its legal affairs, subject to the direction and control of the City Council of the City of San Luis, and perform the duties of the office of City Attorney as set forth in the ordinances and Code of the City of San Luis, Arizona as well as the functions and duties specified in the applicable Arizona Statutes. The City Attorney shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying his position as the chief legal officer of a political subdivision.

SECTION IV

RATE OF COMPENSATION

A. The salary of the City Attorney shall continue to be an annual base salary of \$120,000.00 payable biweekly. In addition, the City Attorney shall be paid an additional amount of \$_____ during the month of September, 2015 of the extension period also on a biweekly basis as an addition to his base salary. This additional amount is the City Attorney's agreed upon accrued but unused vacation and sick time as of September 1, 2015, less the City's contributions to the Arizona State Retirement System ("ASRS") made on his behalf.

B. During the Agreement Period, the City Attorney shall continue to accrue vacation time at the rate of Fifteen (15) days per year, which may be calculated on a pro rata basis, and shall continue to accrue sick time at the rate as provided for employees of the City. It is understood and agreed that as of September 1, 2015, the City Attorney will start over with zero days accumulated for unused sick time and/or vacation time, because he will be paid out all accumulated time up to September 1, 2015 in equal installments over the course of September 2015 as noted in paragraph (A).

SECTION V MUTUAL RELEASE OF CLAIMS

A. City Attorney, on behalf of himself, his marital community, and his heirs and assigns, expressly releases City and its representatives, including but not limited to the City Council and their spouses, heirs and assigns, from any and all claims, complaints, causes of action, and demands of any kind, whether known or unknown, which City Attorney has, ever has had, or may have and which are based on acts or omissions which City Attorney knew or should have known about at the time of the signing of this Agreement. This FULL RELEASE AND WAIVER includes, without limitation and to the fullest extent permitted by law, all rights and claims arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866 (Section 1981); the Lilly Ledbetter Fair Pay Act; the Fair Credit Reporting Act; the Labor Management Relations Act; the Equal Pay Act; the Consolidated Omnibus Budget Reconciliation Act; the Fair Labor Standards Act; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Genetic Information Non-Discrimination Act; the Employment Retirement Income Security Act of 1974; the Labor Management Relations Act; the National Labor Relations Act; the Sarbanes-Oxley Act, the Age Discrimination in Employment Act; the Arizona Civil Rights Act; Arizona Employment Protection Act; Arizona's Wage Statute; and/or any other federal, state or local laws, as well as any contract, tort and/or other common law causes of action arising from or in any way related to City Attorney's relationship with the City of San Luis. This release extends to any and all other claims under any applicable statute, law, regulation, executive order, or ordinance and any and all claims under the common law including, but not limited to, claims for breach of express or implied contracts, promissory estoppel, restitution, intentional interference with contract or business expectancies, wrongful termination, and all tort claims, including but not limited to, negligent or

intentional infliction of emotional distress, negligence, defamation, fraud, misrepresentation, negligent misrepresentation, and negligent hiring or supervision. City Attorney understands that this list is not exhaustive, and agrees that, except for claims that cannot be waived by law, by signing this Agreement he is waiving and releasing all rights and claims, regardless of whether they are included in the above list.

City Attorney agrees not to bring any legal action for any claim waived and/or released under this Agreement and City Attorney represents and warrants that no such claim and/or lawsuit has been filed to date. City Attorney is advised that he has up to twenty-one (21) calendar days to consider this Agreement and Release of Claims. City Attorney acknowledges that he has consulted with an attorney prior to executing this Agreement and Release of Claims.

City Attorney may revoke this Agreement and general release for a period of seven (7) calendar days following the date of his execution of this Agreement and release. Any revocation within this period must be submitted, in writing, to City Manager Robert Eads and state, "I hereby revoke my acceptance of our Employment Agreement and Release of Claims." The revocation must be personally delivered to Mr. Eads at City Hall within seven (7) calendar days after City Attorney executes this Agreement and Release of Claims.

City Attorney agrees that any modifications, material or otherwise, made to this Agreement and Release of Claims, do not restart or affect in any manner the original up to twenty-one (21) calendar day consideration period.

City Attorney acknowledges that he freely and knowingly, and after due consideration, enters in this Employment Agreement and Release of Claims.

B. The City, on behalf of itself, its elected officials, and employees, expressly releases and agrees to defend and indemnify the City Attorney and his spouse, heirs, and assigns, from any and all claims, complaints, causes of action, and demands of any kind, whether known or unknown, which may be asserted, brought, or claimed by the City or any other person or entity alleged to have arisen from the duties performed by the City Attorney as legal counsel for the City at any time. This FULL RELEASE AND WAIVER AND AGREEMENT TO DEFEND AND INDEMNIFY includes, without limitation and to the fullest extent permitted by law, all rights and claims arising under the United States Constitution and/or the Arizona Constitution actionable under 42 U.S.C. § 1983, *et seq.* or any other law and/or any other federal, state or local laws, as well as any contract, tort and/or other common law causes of action arising from or in any way related to the City Attorney's representation of the City of San Luis as legal counsel. This release and agreement to defend and indemnify extends to any and all other claims under any applicable statute, law, regulation, executive order, or ordinance and any and all claims under the common law including, but not limited to, claims for breach of express or implied contracts, promissory estoppel, restitution, intentional interference with contract or business expectancies, and all tort claims, including but not limited to, negligent or intentional infliction of emotional distress, negligence, defamation, fraud, misrepresentation, negligent

misrepresentation, and negligent hiring or supervision. The City understands that this list is not exhaustive, and agrees that, except for claims that cannot be waived by law, by signing this Agreement it is waiving and releasing all rights and claims, regardless of whether they are included in the above list.

SECTION VI
PROVISIONS OF 2014 AGREEMENT TO APPLY UNLESS MODIFIED; CONTRACT
GOVERNED BY LAW OF STATE OF ARIZONA

A. All provisions of the Employment Agreement dated the ____ day of August, 2014 shall govern unless specifically modified herein.

B. The parties agree that it is their intention and covenant that this Agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

C. This Agreement shall be subject to the cancellation provisions of A.R.S. §38-511

In witness whereof, the City of San Luis, Arizona has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Deputy Clerk, and Glenn Gimbut, City Attorney, has signed and executed this Agreement at 1090 E. Union Street, San Luis, Arizona on the ____ day of _____ 2015.

Glenn Gimbut, City Attorney

Gerardo Sanchez, Mayor

Attest:

Sonia Cornelio, Clerk

Approved as to form:

Special Counsel