

EMPLOYMENT AGREEMENT

This Agreement is made this _____ day of _____, 2017, 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 "Assistant City Attorney." This Agreement is to take effect from and after July 1, 2017.

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

At present time Glenn Gimbut is employed as Assistant City Attorney as a part time employee and has been so employed since October 16, 2015. As a part time employee he has been paid an hourly rate. The purpose of this agreement is confirm the hourly rate basis upon which he has been paid since that date.

SECTION II HOURS OF WORK

During the Agreement Period, the Assistant City Attorney shall be a part time employee. City agrees that Assistant City Attorney may perform private legal work.

SECTION III DUTIES

The Assistant City Attorney shall represent the City in its legal affairs and provide legal advice and counsel to the City of San Luis, under the supervision and direction of the City Attorney. The Assistant 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 a legal officer of a political subdivision.

SECTION IV RATE OF COMPENSATION

- A. The Assistant City Attorney shall be entitled to an hourly wage of \$64.15, payable bi-weekly.
- B. City agrees to provide a cell phone and a tablet to Assistant City Attorney in the same manner as it does for department heads of the City.
- C. The Council may review, evaluate, and complete the evaluation of the performance

of the Assistant City Attorney from time to time during the term of this Agreement. The structure and timing of such review and evaluation, as well as any adjustment in compensation, shall be in the sole discretion of the City Council.

D. The Council agrees to budget and pay for the professional dues and subscriptions of the Assistant City Attorney for his continuation and participation in the State Bar of Arizona and national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City. The Council also agrees to budget and to pay for the travel and subsistence expenses of Assistant City Attorney to attend short courses, institutes, seminars, and conferences as the Council deems appropriate and that is necessary for his professional development, to meet his continuing legal education requirements, and for the good of the City.

E. Unless otherwise stated herein, Assistant City Attorney shall be entitled to all other employment benefits provided for part time employees of the City.

SECTION V EXPIRATION OR TERMINATION OF THIS AGREEMENT

A. City Attorney may resign from his employment at any time upon the giving of at least thirty (30) days written notice to the Mayor and Council, unless the parties otherwise agree.

B. City Council agrees to give Assistant City Attorney at least thirty (30) days written notice of termination, unless the parties otherwise agree.

C. Upon termination, City Attorney shall only be entitled to compensation earned to the effective date of termination.

SECTION VI CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION VII
WAIVER OR MODIFICATION INEFFECTIVE
UNLESS IN WRITING

It is agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SECTION VIII
CONTRACT GOVERNED BY LAW OF
STATE OF ARIZONA

A. 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.

B. In the event that the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this Agreement, Assistant City Attorney agrees to sign said agreement and be bound by the same.

C. This Agreement shall be subject to the cancellation provisions of ARS §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, Assistant City Attorney, has signed and executed this Agreement at 1090 E. Union Street, San Luis, Arizona on the ____ day of _____ 2017.

Glenn Gimbut, Assistant City Attorney

Gerardo Sanchez, Mayor

Attest:

Sonia Cornelio, Clerk

Approved as to form:

Kay Macuil, City Attorney