

SEVERANCE AGREEMENT
AND GENERAL RELEASE

THIS SEVERANCE AGREEMENT AND GENERAL RELEASE (hereinafter this "Agreement") is entered into by and between Glenn Gimbut ("GIMBUT"), on the one hand, and the City of San Luis (the "CITY"), on the other hand.

WHEREAS, GIMBUT was employed by the CITY as Assistant City Attorney;

WHEREAS, GIMBUT and the CITY entered into an Employment Agreement (the "Employment Agreement");

WHEREAS, the CITY terminated GIMBUT's employment prior to the expiration of the Employment Agreement;

WHEREAS, the Employment Agreement requires the CITY to pay severance to GIMBUT based on the early termination of the Employment Agreement for a non-disqualifying reason; and

WHEREAS, as a condition precedent to the receipt of severance pay, the Employment Agreement requires GIMBUT to release any and all claims he may have against the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the CITY and GIMBUT voluntarily and knowingly agree as follows:

1. **Definitions.** For the purposes of this entire Agreement, the term "CITY" includes the City of San Luis and, to the extent applicable, as direct, intended, and third-party beneficiaries hereof, its past, present, and future officers, employees, representatives, trustees, administrators, fiduciaries, attorneys, insurers, agents, subsidiaries, affiliated entities, elected officials, councilmembers, predecessors, successors, heirs, and assigns, jointly and severally, in both their personal and official capacities (collectively, the "Released Parties").

For the purposes of this entire Agreement, the term "GIMBUT" shall refer to Glenn Gimbut, his marital community, and his heirs and assigns.

2. **Severance Payment.** Within ten (10) business days of the effective date of this Agreement, the CITY shall provide GIMBUT with severance pay in the amount of \$37,500, less applicable withholdings. The payment shall be made by check payable to "Glenn Gimbut" or by direct deposit to GIMBUT's bank account on file with the CITY.

3. **Release by GIMBUT.** GIMBUT hereby irrevocably and unconditionally releases and discharges the CITY and all other Released Parties from any and all claims, demands, liens, agreements, covenants, actions, suits at law or equity, obligations, debts, damages, judgments, liabilities, attorneys' fees, costs, and expenses of whatever kind, known or unknown, suspected or unsuspected, which he had or has based on any matter or thing occurring prior to his execution of this Agreement, including but not limited to claims that arise from or relate to GIMBUT's employment with the CITY or the termination of the employment relationship. The released claims include any claims arising under the Age Discrimination in Employment Act, the

Arizona Civil Rights Act, the Arizona Wage Payment Act, or Title VII of the Civil Rights Act of 1964. The released claims further include, but are not limited to, all claims for breach of contract, wrongful discharge or layoff, constructive discharge, retaliatory discharge, impairment of economic opportunity, intentional or negligent infliction of emotional distress, or any other tort, including but not limited to defamation, invasion of privacy, intentional interference with contract or prospective advantage, violation of any constitutional right, sex discrimination, race discrimination, disability discrimination, age discrimination or any other form of employment discrimination or retaliation, and any and all claims arising from any alleged violations by or on behalf of the CITY or any other Released Party under every applicable federal, state, or local law, rule, regulation, ordinance, public policy or common law, including under the Arizona Employment Protection Act, the Arizona Peace Officer Bill of Rights, the Arizona Fair Wages and Healthy Families Act, the Civil Rights Act of 1991, the Equal Pay Act, the Americans with Disabilities Act, or the Family and Medical Leave Act. GIMBUT also waives and releases any appeal or grievance rights pursuant to the CITY's personnel policies or municipal code.

GIMBUT understands and acknowledges that this release forever bars him from suing or otherwise asserting a claim against the CITY or any of the other Released Parties on the basis of any event occurring through his execution of this Agreement, whether the facts are now known or unknown, and whether the legal theory upon which such claim might be based is now known or unknown. GIMBUT further agrees and acknowledges that the Released Parties are intended third-party beneficiaries of this release of claims.

4. Waiver of Right to Recovery and No Inducement. GIMBUT expressly waives any right to monetary recovery should any administrative agency pursue any released claim on his behalf.

5. Consultation with Legal Counsel. GIMBUT acknowledges that this Agreement constitutes written notice from the CITY that it advises him to seek legal counsel before signing this Agreement.

6. Notice of Time for Reflection and Waiver. GIMBUT acknowledges that he has fully discussed all aspects of this Agreement with his attorney to the extent he wishes to do so. GIMBUT agrees that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement. GIMBUT agrees that, as part of this Agreement, he has been provided with consideration in addition to anything of value to which he is already entitled. GIMBUT is advised that prior to waiving claims he may have under the Age Discrimination in Employment Act, he may take up to twenty-one (21) calendar days to consider this Agreement before signing, and he may revoke this Agreement within seven (7) calendar days after he signs the Agreement. If GIMBUT wishes to revoke the Agreement, he must do so by delivering written notification of the revocation before the expiration of the revocation period to Stephen B. Coleman at Pierce Coleman PLLC, 7730 E. Greenway Road, Suite 105, Scottsdale, AZ 85260. In the event this Agreement is signed prior to the expiration of 21 days, GIMBUT acknowledges that he has voluntarily and knowingly agreed to waive his entitlement to take 21 days to consider this Agreement for the purpose of expediting his receipt of the consideration outlined in Section 3.

7. **Effective Date of Agreement.** This Agreement will be effective upon execution by both parties and the expiration of the seven-day revocation period outlined in Section 6 above without revocation by GIMBUT.

8. **Full Consideration.** The parties agree that compliance with the above-described terms constitutes full and sufficient legal consideration for the promises and covenants set forth in this Agreement.

9. **No Admission of Wrongdoing.** The parties each agree that nothing in this Agreement shall be construed as an admission by any of them of any wrongdoing or violation of any applicable law and that nothing in this Agreement shall be so construed by any other person.

10. **Bar.** GIMBUT specifically agrees that this Agreement may be pled by the CITY or any of the other Released Parties as an absolute bar to any released claim.

11. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement between the parties and shall be considered and understood to be a contractual commitment and not a mere recital, except that it shall be read in conjunction with the Employment Agreement between the parties. This Agreement shall be binding upon the CITY and its successors and assigns and GIMBUT and his respective agents, marital community, heirs, executors, representatives, and assigns.

12. **Fees and Costs.** Each party shall bear and pay his or its own costs and attorneys' fees with regard to this Agreement and any matters covered herein. However, in an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

13. **Waiver and Amendment.** A waiver of any right under this Agreement must be in writing to be effective. This Agreement may be amended only by a writing signed by the parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

14. **Choice of Law.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, except to the extent that federal laws apply.

[AGREEMENT CONTINUES ON NEXT PAGE]

15. **Acknowledgement.** GIMBUT acknowledges that in executing this Agreement, he does not rely on any inducements, promises, or representations made by the CITY other than those expressly stated herein. Further, GIMBUT declares that he has read this Agreement and fully understands its terms and contents, including his rights and obligations hereunder, and freely, voluntarily, and without coercion enters into this Agreement. GIMBUT agrees and acknowledges that the waiver and release of all rights or claims he may have under any local, state, or federal law is knowing and voluntary.

City of San Luis

Nieves Riedel, Mayor

Dated: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Glenn J. Gimbut

Glenn J. Gimbut

Dated: _____

WITNESS:

Signature
Print Name _____