CITY CLERK
ORIGINAL

C-10244
05/15/2015

TEMPORARY ("AT-WILL") EMPLOYMENT CONTRACT
(20 HOURS OR MORE/NO BENEFITS)

This Temporary Employment Contract is made and executed as of the 15 day of May, 2015, by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and Richard A. Bowers ("Temporary Personnel"). Glendale and Temporary Personnel agree to the following terms and conditions and for the period set forth in this Contract.

1. **Position.** Temporary Personnel will perform the duties of Temporary-Professional (the "Position").

2. **Duties.**

   2.1 Temporary Personnel's initial duties shall consist of City Manager duties as directed by the City Council.

   2.2 Non-exempt and exempt temporary personnel will be paid in accordance with FLSA guidelines. This position is classified as: ☒ Exempt ☐ Non-Exempt

   2.3 Glendale may assign Temporary Personnel to different or additional duties as it determines is reasonably necessary.

   2.4 Unless otherwise authorized, Temporary Personnel's full business time and energy will be devoted to the Position during the term of this Contract, and all functions will be performed in a professional manner.

   2.5 Temporary Personnel agrees that the number of hours worked per week may vary; however, generally Temporary Personnel will not work in excess of 40 hours within any seven calendar-day period without prior approval from the department head.

3. **Term.** This at-will contractual relationship shall commence on May 15, 2015 and end on August 29, 2015 (thereafter month by month if necessary at the descretion of the City Attorney, unless earlier terminated by Glendale.

4. **Compensation and Benefits.**

   4.1 Compensation.

   (A) Glendale will compensate Temporary Personnel for services rendered by Temporary Personnel under this Contract in the amount of 10,439.08 per pay period ("Compensation"). Glendale shall periodically review Temporary Personnel's basic Compensation in an effort to assure Temporary Personnel continued reasonable compensation for Temporary Personnel's services. Glendale maintains the right to adjust Temporary Personnel's Compensation as Glendale, in its sole discretion, deems appropriate.

   (B) This Compensation will be paid in installments every two weeks, in accordance with Glendale's regular pay procedure, net of any withholdings as Temporary Personnel may request and as are required by applicable law, rule, or regulation.

   4.2 Benefits. Temporary Personnel shall receive Compensation only for Temporary Personnel's services, and no additional benefits in any form will accrue to this Position during the contractual relationship.

   (A) With the exception of statutory Worker's Compensation coverage, Temporary Personnel is solely responsible for securing health or other insurance coverages.

   (B) If Temporary Personnel works more than 19 hours per week for 20 or more weeks, Temporary Personnel shall be enrolled in the Arizona State Retirement System or the Public Safety Personnel Retirement System.

5. **Conduct.**

   5.1 Temporary Personnel's activities and conduct will be governed by, and Temporary Personnel will abide by, all applicable policies and procedures of Glendale, including Glendale's Human Resources Policies

and Procedures, City Manager Directives, guidelines pertaining to ethical conduct, or any other manuals issued in the future ("Employee Conduct Documents").

5.2 Notwithstanding the following:

(A) This Contract is the exclusive embodiment of the terms of the contractual relationship between Glendale and Temporary Personnel (including the at-will nature of this contractual relationship).

(B) Any modification or supplementation of the terms of this Contract may only be made effective by further agreement expressed in writing and signed to by the parties.

(C) Neither course of conduct nor oral representations of any person, regardless of their position within Glendale, can alter the terms of this Contract.

6. **Conflicts of Interest.** At no time will Temporary Personnel, or any member of Temporary Personnel's family, have any interest, either direct or indirect, in transactions or dealings with Glendale from which Temporary Personnel, or Temporary Personnel's family, directly or indirectly, benefits from the transaction or dealing, unless the transaction or dealing is fair and of direct benefit to Glendale and has been specifically approved by the Department Head.

7. **Termination.**

7.1 Temporary Personnel's employment shall terminate automatically at the end of the specified term or upon the expiration or depletion of funding, unless extended by Glendale.

7.2 **"At-Will" Relationship.** This Contract is at-will and may be terminated by Glendale for any reason or for no reason and without cause.

(A) Temporary Personnel has no expectation of a continued contractual relationship or employment for any term whatsoever and has, therefore, no vested right, property or otherwise, of continued contractual service.

(B) Nothing in Glendale's Human Resources policies and procedures, including any disciplinary policies or procedures or any other manuals existing or that may be issued in the future, nor any representations by any Glendale employee, can change the at-will nature of this contractual relationship.

8. **No Third-Party Beneficiaries.** Any benefits accruing from the contractual relationship between Glendale and Temporary Personnel accrue specially and solely to Temporary Personnel.

9. **Miscellaneous.**

9.1 **Disabilities.** Glendale does not discriminate because of disabilities and will make reasonable attempts to accommodate disabilities recognized by law.

9.2 **Severability.** If any provision of this Contract is declared void or unenforceable, that provision will be deemed severed from this Contract; the other provisions of the Contract will remain in full force and effect.

9.3 **Additional Acts and Documents.** Each party agrees to perform their respective obligations and take all actions, and to make, execute and deliver all documents and instruments, as may be reasonably requested to carry out the provisions, intent and purpose of this Contract.

9.4 **Waivers.** Failure of any party to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

9.5 **Integration Clause.** This Contract represents the entire agreement between the parties with respect to the subject matter and supersedes any prior agreement, understanding, negotiations and/or representations previously or contemporaneously made.

9.6 **Oral Modification.** This Contract may not be changed, modified or rescinded except in writing, signed

by all parties. Any attempt at oral modification of this Contract shall be null, void and of no effect.

9.7 Governing Law.

(A) The parties agree that any dispute arising out of this Contract and/or Temporary Personnel's contractual services to Glendale will be resolved under the laws of the State of Arizona.

(B) Suit to enforce any provision of this Contract or to obtain any remedy with respect hereto must be brought in Superior Court, Maricopa County, Arizona.

9.8 No Assignments. This Contract is personal to each of the parties, and neither party may assign or delegate any of its rights or obligations without the written consent of the other.

TEMPORARY PERSONNEL:

Richard A. Bowers

CITY OF GLENDALE:

By: Jerry Weiers
Title: Mayor

Approved as to form

City Attorney

ATTEST:

City Clerk

(Revised October 27, 2010)