

CITY OF SAN LUIS, ARIZONA

MAGISTRATE CONTRACT

THIS CONTRACT is made and entered into this 2nd day of March, 2016, and is effective the 2nd of March, 2016, by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation (hereinafter referred to as the “City”), as party of the first part, and Juan M. Guerrero, hereinafter referred to as (“Magistrate”), as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires only to engage the services of Magistrate on a temporary basis, during which time the City expects to actively pursue recruitment of a full-time Magistrate;

WHEREAS, Employee is currently the Yuma County Justice of the Peace Precinct 2, and pursuant to A.R.S. § 22-403(B) is eligible to serve as a Magistrate without forfeiting his office as Justice of the Peace;

WHEREAS, the City Council will provide certain benefits and establish certain conditions of the contract of the Magistrate while he serves in this temporary contract; and

WHEREAS, it is the desire of the City Council to secure and retain the services of Magistrate, while providing a means for terminating Magistrate’s services at such time as Magistrate may be unable to fully discharge Magistrate’s duties or when the City may desire to otherwise terminate Magistrate’s contract in accordance with the law;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to contract with Juan M. Guerrero as City Magistrate of the City on a temporary basis to perform the functions and duties specified in the City Code or as required by State Statute or Supreme Court Rule or Regulations. Magistrate shall also train Municipal Court Staff on judicial procedures and recordkeeping or as may be directed by the Presiding Judge of the Superior Court for Yuma County under the independent authority of the Court pursuant to the Arizona Constitution Article 6, Section 3, and the Administrative Office of the Court Administrative Order 96-32.

Section 2. Term

A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Magistrate as provided by law.

B. Nothing in this contract shall prevent, limit or otherwise interfere with the right of Magistrate to resign at any time from this temporary contract as City Magistrate of the City, subject only to the provisions set forth in Section 3 of this Contract.

C. The parties agree that this appointment is a temporary contract, for which no set term is attached, and for which no severance or separation pay shall be paid at the termination of the contract. It is anticipated that Magistrate will serve as the City Magistrate until such time as the City Council makes a full-time appointment.

Section 3. Termination

In the event Magistrate voluntarily terminates this contract with the City, or the City determines to end the temporary contract, the parties agree to give two weeks' notice in advance, or such advance notice as may otherwise be mutually agreed upon. No severance or separation pay shall be paid at the termination of the contract.

Section 4. Compensation

City agrees to pay Magistrate a bi-weekly salary of \$1,336.00 beginning with the pay period ending March 4, 2016 (pro-rated for the first pay period based on a start date of March 2, 2016). Going forward, payment shall be made at the same time and manner as that of city employees.

Section 5. Hours of Work

Magistrate shall work during such hours as are necessary to properly operate and maintain the Magistrate Court.

Section 6. Other Terms and Conditions of Contract

A. City Council shall fix any such other terms and conditions of Magistrate's contract as it may determine from time to time, relating to the performance of Magistrate, provided that such terms and conditions are not inconsistent with or in conflict with provisions of this Contract, the City Code, State Law or Supreme Court Rules or Regulations.

B. This Contract is contingent upon Magistrate's continued acceptability by the Arizona Supreme Court and any other regulatory body which governs magistrate courts in the state of Arizona. In the event Magistrate is unacceptable at any time for any reason(s) by the Arizona Supreme Court, this contract is null and void. Magistrate agrees to advise the Mayor or City Manager immediately should Magistrate receive any judicial conduct complaint or should Magistrate become aware of any other matter that could result in not being able to fulfill his duties as the City Magistrate.

Section 7. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. This Contract becomes effective the 2nd day of March, 2016. If any provisions or any portion thereof contained in this Contract are held to be unconstitutional, invalid or

unenforceable, the remainder of this Contract shall be deemed severable, shall not be affected and shall remain in full force and effect.

Magistrate

CITY OF SAN LUIS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney