

**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 Presiding Judge of the Yuma County Superior Court has appointed Magistrate to serve as the Magistrate for the City of San Luis by the Superior Court’s Administrative Order 2016-03 dated March 2, 2016 under its authority granted in the Arizona Constitution Article 6, Section 3 and the Administrative Order 2005-32 issued on May 16, 2005 by former Arizona Supreme Court Chief Justice Charles E. Jones;

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 assignment of the Magistrate while he serves in this temporary assignment; 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 assignment 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 accept the appointment of 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, and under the supervision of the Presiding Superior Court Judge for Yuma County. Magistrate shall also train Municipal Court Staff on judicial procedures and recordkeeping and under the supervision of the Superior Court for the County of Yuma.

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 appointment 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 temporary, for which no set term is attached, and for which no severance or separation pay shall be paid at the termination of the assignment. 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 assignment with the City, the Presiding Judge of the Superior Court ends the appointment, or the City determines to end the temporary assignment, 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 assignment.

Section 4. Compensation

City agrees to make bi-weekly (every two weeks) payments of \$1,336.00 to Magistrate in accordance with the City’s usual payment and billing cycle. The first bi-weekly payment will be pro-rated for the start date on Tuesday March 2, 2016.

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 Assignment

A. City Council shall fix any such other terms and conditions of Magistrate’s appointment 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.

Juan M. Guerrero, Magistrate

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Copy: Presiding Judge John N. Nelson
Judge Maria Elena Cruz