

CITY OF SAN LUIS, ARIZONA

MAGISTRATE CONTRACT

THIS CONTRACT is made and entered into this ___ day of June, 2016, and is effective June ___, 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 Kristin McManus, hereinafter referred to as ("Magistrate"), as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to engage the services of Magistrate as the City Magistrate for the City of San Luis;

WHEREAS, the City Council will provide certain benefits and establish certain conditions of employment while Magistrate serves in this capacity; 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 or Magistrate may otherwise desire to terminate the employment relationship in accordance with law;

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

Section 1. Duties

Magistrate shall 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.

Section 2. Term

A. The parties agree that this appointment is for a term of two years.

B. 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, subject to the provisions set forth in Section 3 of this Contract.

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

Section 3. Termination

A. In the event Magistrate voluntarily terminates this appointment or good cause exists for the City to end the appointment prior to the expiration of the two-year term, the parties agree to give 30 days' notice in advance, or such advance notice as may otherwise be mutually agreed upon. In the event Magistrate is incapacitated in such a way that she is unable to perform the duties of the office with or without reasonable accommodation, and such incapacitation cannot reasonably be accommodated with an unpaid leave of absence, the City may terminate the appointment immediately.

B. This Contract automatically terminates at the end of the two-year term unless prior to the end of the term, the City Council and Magistrate enter into a new Contract governing a subsequent term of appointment.

Section 4. Compensation

City agrees to pay Magistrate an annual salary of \$80,000, paid bi-weekly in the same manner and at the same time as City employees. Magistrate shall be entitled to all other employment benefits offered to other 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. Professional Development

A. The City agrees to budget and to pay the travel and subsistence expenses of Magistrate for professional and official travel, meetings, and occasions adequate to continue the professional development of Magistrate and to adequately pursue necessary group and committee membership thereof.

B. The City also agrees to budget and pay for travel and subsistence expenses of Magistrate for courses, institutes and seminars that are necessary for professional development and for the good of the City.

C. It is acknowledged that the City may advance funds for training, and in the event Magistrate terminates the appointment, Magistrate agrees to reimburse the City for any sums advanced for the training.

Section 7. 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, City Management, and the City Attorney immediately should Magistrate receive any judicial conduct complaint, or should Magistrate become aware of any other matter that could possibly lead to removal from office, or otherwise result in not being able to fulfill her duties as the City Magistrate.

Section 8. General Provisions

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

B. If any provision 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.

C. This agreement shall be subject to the cancellation provisions of ARS § 38-511.

Magistrate

CITY OF SAN LUIS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4813-4563-1282, v. 1