

CITY OF SAN LUIS, ARIZONA
CONTRACT SUPPLEMENT
FOR
JUDGE PRO TEMPORE/ADMINISTRATIVE MANAGER
FOR
SAN LUIS MUNICIPAL COURT

This CONTRACT SUPPLEMENT adds an unintentionally omitted provision to the CITY OF SAN LUIS, ARIZONA CONTRACT FOR JUDGE PRO TEMPORE/ ADMINISTRATIVE MANAGER FOR SAN LUIS MUNICIPAL COURT approved by the San Luis City Council on June 8, 2016. (See attached Exhibit 1). This SUPPLEMENT TO CONTRACT is made and entered into this ___ day of _____, 2016, and is effective the 1ST day of June, 2016, by and between CITY OF SAN LUIS, ARIZONA, a municipal corporation of 1090 E. Union Street P.O. Box 1170, San Luis, Arizona 85349 (hereinafter referred to as the "City") and CORA ROMINE, of Wellton, Arizona hereinafter referred to as ("Judge Pro Tempore/Administrative Manager"), both of whom understand as follows:

WHEREAS, the Presiding Superior Court Judge for Yuma County appointed the Judge Pro Tempore/Administrative Manager for the San Luis Municipal Court by Administrative Order 2016-20 under the authority of the Administrative Office of the Court Administrative Order 2016-25 (attached as Exhibit 2 and Exhibit 3 respectively);

WHEREAS, the City of San Luis is providing the compensation for said appointment; and

WHEREAS, the original intent of the Parties and part of the consideration for engaging the services was to compensate the Judge Pro Tempore/Administrative Manager for the reasonable commute time traveling to and from the San Luis Municipal Court to perform the official duties of the appointment.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Contract and this Contract Supplement, the parties hereto agree as follows:

Section 1: Section 1 of the Contract for the Judge Pro Tempore/Administrative Manager with Cora Romine is supplemented to read as follows:

Section 1. Duties

City hereby agrees to accept the appointment of Cora Romine as City Judge Pro Tempore/Administrative Manager of the City on a temporary basis to perform the functions and duties as permitted by Arizona law as acting as a Judge Pro Tempore as needed and functioning as administrative manager of San Luis Municipal Court. The functions of the administrative manager will be to maintain oversight and control of all San Luis Municipal Court records. Court records include paper records, electronic records, case and financial records and cash, checks, money order, receipt books, check books and other records used to conduct court business.

Judge Pro Tempore/Administrative Manager Cora Romine shall invoice the City for her time spent performing her official duties to the San Luis Municipal Court. Judge Pro Tempore/Administrative Manager Cora Romine shall invoice the City for the reasonable time she spent commuting between her home in Wellton, Arizona and the Municipal Court in San Luis, Arizona.

Section 2: Section 4 of the Contract for the Judge Pro Tempore/Administrative Manager is supplemented to read as follows:

Section 4. Compensation

Upon the receipt of invoices of the Judge Pro Tempore/Administrative Manager and approval by the San Luis Municipal Court Administrator, City agrees to make bi-weekly (every two weeks) payments at the rate of \$35.00 per hour to Judge Pro Tempore/Administrative Manager Cora Romine in accordance with the City's usual payment and billing cycle.

Section 3: It is agreed by the parties that this CONTRACT SUPPLEMENT is supplemental to the original contract approved by City Council on June 8, 2016, which is made a part by this reference, and all terms, conditions, and provisions of the original contract, unless specifically modified, are to apply to this CONTRACT SUPPLEMENT and are made a part of this CONTRACT SUPPLEMENT as though expressly included.

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Section 4: The parties agree that this CONTRACT SUPPLEMENT as described in Section 3 above shall be in full force. Fulfillment of the CONTRACT SUPPLEMENT shall be accepted as full performance and discharge of the original contract.

Section 5: The parties agree that this CONTRACT SUPPLEMENT as described in Section 3 above constitutes the entire understanding and agreement between the parties, that it supersedes all prior contracts, and cannot be amended, modified or supplemented in any respect, except by a subsequent written agreement entered into by both parties.

Cora Romine, Judge Pro Tempore/Administrative Manager

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney

Copy: Presiding Superior Court Judge Maria Elena Cruz

EXHIBIT 1

**CITY OF SAN LUIS, ARIZONA
CONTRACT
JUDGE PRO TEMPORE/ADMINISTRATIVE MANAGER
FOR
SAN LUIS MUNICIPAL COURT**

THIS CONTRACT is made and entered into this 8th day of June, 2016, and is effective the 23rd day of May, 2016, by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation (hereinafter referred to as the "City") and Cora Romine, hereinafter referred to as ("Judge Pro Tempore/Administrative Manager"), both of whom understand as follows:

WHEREAS, the Presiding Judge of the Yuma County Superior Court has appointed Judge Pro Tempore/Administrative Manager to serve as the Judge Pro Tempore/Administrative Manager for the City of San Luis by the Administrative Order 2016-20 issued by the Superior Court for Yuma County dated May 23, 2016 under its authority granted the Administrative Order 2016-25 issued by Arizona Chief Justice Scott Bales on March 30, 2016, A.R.S. §22-121, and the Code of Judicial Administration §1-305(E);

WHEREAS, the City desires only to engage the services of Judge Pro Tempore/Administrative Manager on a temporary, full-time basis;

WHEREAS, it is the desire of the City Council to secure and retain the services of Judge Pro Tempore/Administrative Manager, while providing a means for terminating Judge Pro Tempore/Administrative Manager's services at such time as Judge Pro Tempore/Administrative Manager may be unable to fully discharge Judge Pro Tempore/Administrative Manager's duties or when the City may desire to otherwise terminate Judge Pro Tempore/Administrative Manager'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 Cora Romine as City Judge Pro Tempore/Administrative Manager of the City on a temporary basis to perform the functions and duties as permitted by Arizona law as acting as a Judge Pro Tempore as needed and functioning as administrative manager of San Luis Municipal Court. The functions of the administrative manager will be to maintain oversight and control of all San Luis Municipal Court records. Court records include paper records, electronic

records, case and financial records and cash, checks, money order, receipt books, check books and other records used to conduct court business.

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 Judge Pro Tempore/Administrative Manager as provided by law.

B. Nothing in this contract shall prevent, limit or otherwise interfere with the right of Judge Pro Tempore/Administrative Manager to resign at any time from this temporary appointment as City Judge Pro Tempore/Administrative Manager 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 Judge Pro Tempore/Administrative Manager will serve as the City Judge Pro Tempore/Administrative Manager until such time as the Presiding Superior Court Judge for Yuma County makes a further administrative order terminating this appointment.

Section 3. Termination

In the event Judge Pro Tempore/Administrative Manager 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 at the rate of \$35.00 per hour to Judge Pro Tempore/Administrative Manager Cora Romine in accordance with the City's usual payment and billing cycle.

Section 5. Hours of Work

Judge Pro Tempore/Administrative Manager shall work during such hours as are necessary to properly operate and maintain the San Luis Municipal Court.

Section 6. Other Terms and Conditions of Assignment

- A. The City shall provide a vehicle and fuel associated with Judge Pro Tempore/Administrative Manager Cora Romine's round-trip work-related commute from Wellton, Arizona to San Luis, Arizona.

- B. City Council shall fix any such other terms and conditions of Judge Pro Tempore/Administrative Manager's appointment as it may determine from time to time, relating to the performance of Judge Pro Tempore/Administrative Manager, provided that such terms and conditions are not inconsistent with or in conflict with provisions of this Contract, the Administrative Order 2016-20 issued by the Superior Court for Yuma County dated May 23, 2016, the City Code, State Law or Arizona Supreme Court Rules or Regulations.
- C. This Contract is contingent upon Judge Pro Tempore/Administrative Manager's continued acceptability by the Arizona Supreme Court and any other regulatory body which governs municipal courts in the state of Arizona. In the event Judge Pro Tempore/Administrative Manager is unacceptable at any time for any reason(s) by the Arizona Supreme Court, this contract is null and void. Judge Pro Tempore/Administrative Manager agrees to advise the Mayor or City Manager immediately should Judge Pro Tempore/Administrative Manager receive any judicial conduct complaint or should Judge Pro Tempore/Administrative Manager become aware of any other matter that could result in not being able to fulfill his duties as the City Judge Pro Tempore/Administrative Manager.

Section 7. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Contract is effective the 23rd day of May, 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.

Cora Romine, Judge Pro Tempore/Administrative Manager

CITY OF SAN LUIS



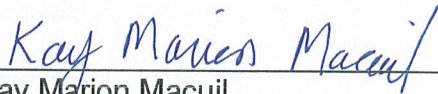
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio
City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil
City Attorney

Copy: Presiding Superior Court Judge Maria Elena Cruz

EXHIBIT 2

FILED

2016 MAY 23 PM 4:00

LYNN FAZZ
CLERK OF SUPERIOR COURT
YUMA ARIZONA 85364

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YUMA

In the Matter of:)
)
) APPOINTMENT OF CORA ROMINE)
) AS JUDGE PRO TEMPORE/)
) ADMINISTRATIVE MANAGER)
) FOR SAN LUIS MUNICIPAL COURT IN)
) YUMA COUNTY FOR THE BENEFIT)
) OF THE COURTS OF THE COUNTY)
) OF YUMA, STATE OF ARIZONA)
)

Administrative Order
2016-20

Pursuant to Supreme Court Administrative Order 2016-25 issued by Arizona Chief Justice Scott Bales on March 30, 2016, the administrative control and oversight of day-to-day operations of the San Luis Municipal Court and authority to assign judges as needed to conduct court business was granted to the Honorable Maria Elena Cruz, Presiding Judge, Superior Court in Yuma County.

Further, pursuant to Arizona Revised Statutes, §22-121 and the Code of Judicial Administration §1-305 E, the Presiding Judge may appoint judges pro tempore on a temporary full-time basis.

IT IS THEREFORE ORDERED that Cora Romine is appointed as Judge Pro Tempore/Administrative Manager for the San Luis Municipal Court effective May 23, 2016, until further orders from this court. The duties of the Judge Pro Tempore/Administrative Manager include, but are not limited to, acting as a Judge Pro Tempore as needed and functioning as administrative manager of San Luis Municipal Court. For purposes of this order, the functions of the administrative manager will be to maintain oversight and control of all San Luis Municipal Court records. Court records include paper records, electronic records, case and financial records and cash, checks, money orders, receipt books, check books and other records used to conduct court business.

EXHIBIT 3

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:)
)
SAN LUIS MUNICIPAL COURT) Administrative Order
) No. 2016 - 25
)
)
)
)
)
_____)

Pursuant to the Constitution of Arizona, Article VI, the Supreme Court has administrative supervision over all courts of the state through its Administrative Office of the Courts.

It has come to the Court's attention that the San Luis Municipal Court is without a Presiding Magistrate.

Therefore, pursuant to Article VI, Section 3, of the Arizona Constitution,

IT IS ORDERED that administrative control and oversight of day-to-day operations of the San Luis Municipal Court shall be assumed by the Honorable Maria Elena Cruz, Presiding Judge, Superior Court in Yuma County, and Judge Cruz shall assign judges as needed to conduct court business.

IT IS FURTHER ORDERED that this Order shall remain in effect until a successor assumes duties of the office.

Dated this 30th day of March, 2016.

SCOTT BALES
Chief Justice