

CITY OF SAN LUIS, ARIZONA
MAGISTRATE AGREEMENT

THIS MAGISTRATE AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, 2018, and shall be effective on the ___ day of _____, 2018 (the “Effective Date”), by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation (“City”), and Nohemy Echavarria (“Magistrate”).

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

WHEREAS, the City will provide certain benefits and establish certain conditions of employment while Magistrate serves in this capacity; and

WHEREAS, the City desires 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 discharge fully 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, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Magistrate voluntarily and knowingly agree as follows:

Section 1. Duties

Magistrate shall perform the functions and duties specified in the City Code or as required by State law or Supreme Court rule or regulation. Magistrate shall also train Municipal Court staff on all necessary judicial procedures and recordkeeping. Magistrate shall further, to the greatest extent practicable, perform and cause Municipal Court staff to perform their functions and duties in accordance with all applicable City Personnel Policies, orders, directives, and any other policy or procedure.

Section 2. Term

A. The parties agree that this appointment is for a term of two years from the Effective Date (the "Term").

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City or Magistrate to terminate this Agreement, subject to the provisions set forth in Section 3 of this Agreement.

Section 3. Termination

A. Either party may terminate this Agreement upon 30 days' notice or upon such notice as may otherwise be mutually agreed upon.

B. In the event Magistrate is unable to discharge the duties of the office for any reason, the City may terminate this Agreement immediately.

C. Absent termination in accordance with Section 3(A), this Agreement shall automatically terminate at the end of the Term. The parties may, but shall not be obligated to, mutually agree to enter into a new agreement for a subsequent term of service.

Section 4. Compensation

City agrees to pay Magistrate an annual salary of \$85,000, paid bi-weekly in accordance with the City's payroll schedule. Magistrate shall be entitled to all health insurance and related benefits offered to other City employees.

Section 5. Hours of Work

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

Section 6. Professional Development

A. The City agrees to budget and to pay expenses reasonably incurred for professional and official travel, meetings, courses, institutes, seminars, and professional or organizational memberships that are reasonably necessary to support Magistrate's professional development and for the good of the City.

B. The City may, in its sole discretion, advance funds for purposes set forth in Section 6(A). In the event Magistrate terminates or notifies the City of her intent to terminate this Agreement prior to incurring the expense, Magistrate shall reimburse the City for any sums advanced. Magistrate further agrees that the City may withhold from her final paycheck any such advanced sums.

Section 7. Other Terms and Conditions of Assignment

A. The 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 Agreement, the City Code, State law, or Supreme Court rule or regulation.

B. This Agreement is contingent upon Magistrate's continued membership in good standing with the State Bar of Arizona and continued acceptability by the Arizona Supreme Court and any other regulatory body that governs magistrate courts in the state of Arizona. In the event Magistrate is unacceptable at any time for any reason(s) by the State Bar of Arizona, the Arizona Supreme Court, or any other regulatory body, this Agreement 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. This Agreement shall constitute the entire agreement between the parties.

B. If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement shall not be affected and shall remain in full force and effect.

C. A waiver of any right under this Agreement must be in writing to be effective. This Agreement may be amended only by a writing signed by the parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

D. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, except to the extent that federal laws apply. Any dispute or other legal action concerning this Agreement shall be conducted in a court of appropriate jurisdiction located in the State of Arizona.

E. This Agreement shall be subject to the cancellation provisions of A.R.S. § 38-511.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

NOHEMY ECHAVARRIA

Magistrate

CITY OF SAN LUIS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4813-4563-1282, v. 1