

**CITY OF SAN LUIS, ARIZONA
TEMPORARY MAGISTRATE AGREEMENT**

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____, 2018 (the date the last Party to this Agreement signed), and is **effective the ___ day of _____, 2018**, by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation (hereinafter referred to as the "City"), and _____, (hereinafter referred to as "Temporary Magistrate"). The City and the Temporary Magistrate may be referred to singularly at the "Party" and collectively as the Parties. Both Parties understand and agree as follows:

WHEREAS, the Magistrate position is vacant effective April 23, 2018;

WHEREAS, the City desires only to engage the magistrate services on a temporary basis, while the City actively recruits a full-time Magistrate;

WHEREAS, because it is not likely that one Temporary Magistrate can provide full-time coverage during the recruitment time, the City desires to engage more than one Temporary Magistrate.

WHEREAS, Temporary Magistrate is a licensed attorney in good standing with the Arizona State Bar and/or a justice of the peace or other lay judge with years of experience;

WHEREAS, Pursuant to A.R.S. § 22-403(A) and San Luis City Code §34.0, the San Luis City Council has the authority to appoint a Temporary Magistrate; and

WHEREAS, it is the desire of the City Council to secure and retain the services of Temporary Magistrates until the event that a permanent, appointed magistrate takes the bench.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree:

Section 1. Duties

City Council hereby appoints Temporary 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. The Temporary Magistrate will maintain the strict neutrality of the bench and will not act as an agent for or on behalf of an individual(s) or group(s). This Agreement does not create any interference with the independence of the judiciary.

Section 2. Term

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

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

C. The Parties agree 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 Agreement. The Temporary Magistrate shall serve as the City Magistrate until the event that a City Council-appointed, full-time, permanent magistrate takes the bench of the San Luis Municipal Court or for 90 days whichever comes first.

Section 3. Termination

In the event Temporary Magistrate voluntarily terminates this Agreement with the City, the Temporary Magistrate agrees to 14 days of notice in advance or such notice as may otherwise be mutually agreed upon in writing. No severance or separation pay shall be paid at the termination of the Agreement. The City shall give as much notice as is feasible under the circumstances of the term of the Agreement in Section 2.

Section 4. Compensation

The City shall compensate the Temporary Magistrate at an hourly rate of \$80.00 per hour. City agrees to make bi-weekly (every two weeks) payments according to the City's usual payment and billing cycle. The City shall pay the Temporary Magistrate for hours actually worked. The City will make no other compensation (monetary or otherwise) as permitted by law.

Section 5. Hours of Work

Temporary Magistrate shall work during such hours as are necessary to operate properly and maintain the San Luis Municipal Court, but in no case shall the Temporary Magistrate work more than 40 hours in a 7-day period starting Saturday and ending Friday. The Municipal Court Administrator or her designee shall schedule to comply with these hours of work.

Section 6. Periods of Non-availability

Temporary Magistrate shall notify the Municipal Court Administrator or her designee by telephone and email of non-availability. In non-emergency circumstances, the Temporary Magistrate shall give notice no less than 14 days before the period of non-availability. The Temporary Magistrate shall schedule with the Municipal Court Administrator or her

designee. It is contemplated that there will be more than one temporary appointment so that the San Luis Municipal Court services are not disrupted.

Section 7. Other Terms and Conditions

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

B. Temporary Magistrate agrees to advise the Mayor or City Manager immediately should Temporary Magistrate receive any judicial conduct complaint or should Temporary Magistrate become aware of any other matter that could result in not being able to fulfill his/her duties as the Temporary Magistrate.

Section 8. Complete Agreement

This Agreement sets forth all of the terms and conditions of the Agreement between Temporary Magistrate and the City and shall be considered and understood to be a commitment and not a mere recital.

Section 9. Waiver and Amendment

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.

Section 10. Severability

If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement shall not be affected.

Section 11. Choice of Law

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 any 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.

Section 12. Cancellation

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

Section 13. Time is of the Essence

Time is of the essence in this Agreement.

Section 14. Counter Parts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

[Intentionally left blank, Acknowledgment and Signature Page to follow]

Section 15. Acknowledgment

Temporary Magistrate acknowledges that in executing this Agreement, Temporary Magistrate does not rely on any inducements, promises or representations made by the City other than those expressly stated herein. Temporary Magistrate also acknowledges that (s)he has had the opportunity to consult legal counsel regarding this Agreement, that (s)he is fully aware of its legal effect, and that (s)he has entered into it freely and voluntarily and based on her/his own judgment. Further, Temporary Magistrate declares that (s)he has read this Agreement and fully understands its terms and contents.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Temporary Magistrate

Signature

Print Name