



NOTICE OF SPECIAL COUNCIL MEETING

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 p.m., Wednesday, April 18, 2018. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 p.m., el día Miercoles, 18 de Abril del 2018. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AMENDED AGENDA APRIL 17, 2018

**AGENDA
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 18, 2018
6:30 p.m.**

**MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO
CONFERENCE COMMUNICATION**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DISCUSSION AND POSSIBLE ACTION ITEM:**
 - 3. A.** Discussion and possible action on any and all matters regarding award of a contract to Penn Neon Sign Co., Inc. for the fabrication and installation of a 5' X 12' LED illuminated sign. **(Tadeo A. De La Hoya, City Manager & Marketing Committee)**
- 4. EXECUTIVE SESSION**

Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), (3) and (4).

Discussion and possible action on any and all matters to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), (3) and (4) for discussion or consideration of appointment of a Temporary Magistrate or Temporary Magistrates, for discussion or consultation for legal advice with the City Attorney and to consider the City Council's position and instruct the city attorney regarding the Temporary Magistrate contract or contracts that are the subject of negotiation.
(Kay Marion Macuil, City Attorney)
- 5. MOTION TO GO BACK INTO REGULAR SESSION**
- 6. DISCUSSION AND POSSIBLE ACTION ITEM:**
 - 6. A.** Discussion and possible action regarding any and all matters regarding the appointment of a Temporary Magistrate or Temporary Magistrates and related contract or contracts. **(Tadeo A. De La Hoya, City Manager)**
- 7. ADJOURNMENT**



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3.A.

Meeting Date: 04/18/2018

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Dania Castillo, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding award of a contract to Penn Neon Sign Co., Inc. for the fabrication and installation of a 5' X 12' LED illuminated sign. **(Tadeo A. De La Hoya, City Manager & Marketing Committee)**

SUMMARY:

The marketing committee obtained three (3) proposals for the fabrication and installation of a 5' X 12' viewing area, double-faced, 16mm color watch fire LED, mounted V Shaped sign to have a top detail with the city logo to illuminate with LED lighting. The LED sign will have broadband communication, a laptop and free web-based training. The proposal includes a five (5) year warranty on parts and labor by watch fire.

Under San Luis City Code-Purchasing section 36.01(H), Council may waive formal purchase procedures. The justification for the waiver is that bidding will not likely result in a lower price as 3 quotes were already received on the pricing of the equipment, the bidding process will cause unnecessary expense and delay the project under the circumstances and will not be in the best interest of the city. Staff is recommending that the contract be awarded to Penn Neon Sign Co., Inc. in the amount of \$58,000.00 as determined to be the lowest and most responsible quote. Penn Neon Sign Co., Inc. is a local company that can provide on-site service promptly and without delays; this is critical as the equipment is required to provide accurate information on the services provided by the city. The quality and adaptability of the product have been tested in the area environment; other national companies might not have tested their equipment under 120 degrees weather. The capacity and skills of Penn Neon Sign to perform the contract and quality of previous contracts are several reasons for our recommendation.

Company	Product	Cost
Sign Master	5' x 12'	\$69,004.11
David Sign & Company	5' x 12'	\$66,650.00
Penn Neon Sign	5' x 12'	\$58,000.00

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE L.E.D. SIGN AND TO WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.

N/A

Fiscal Impact

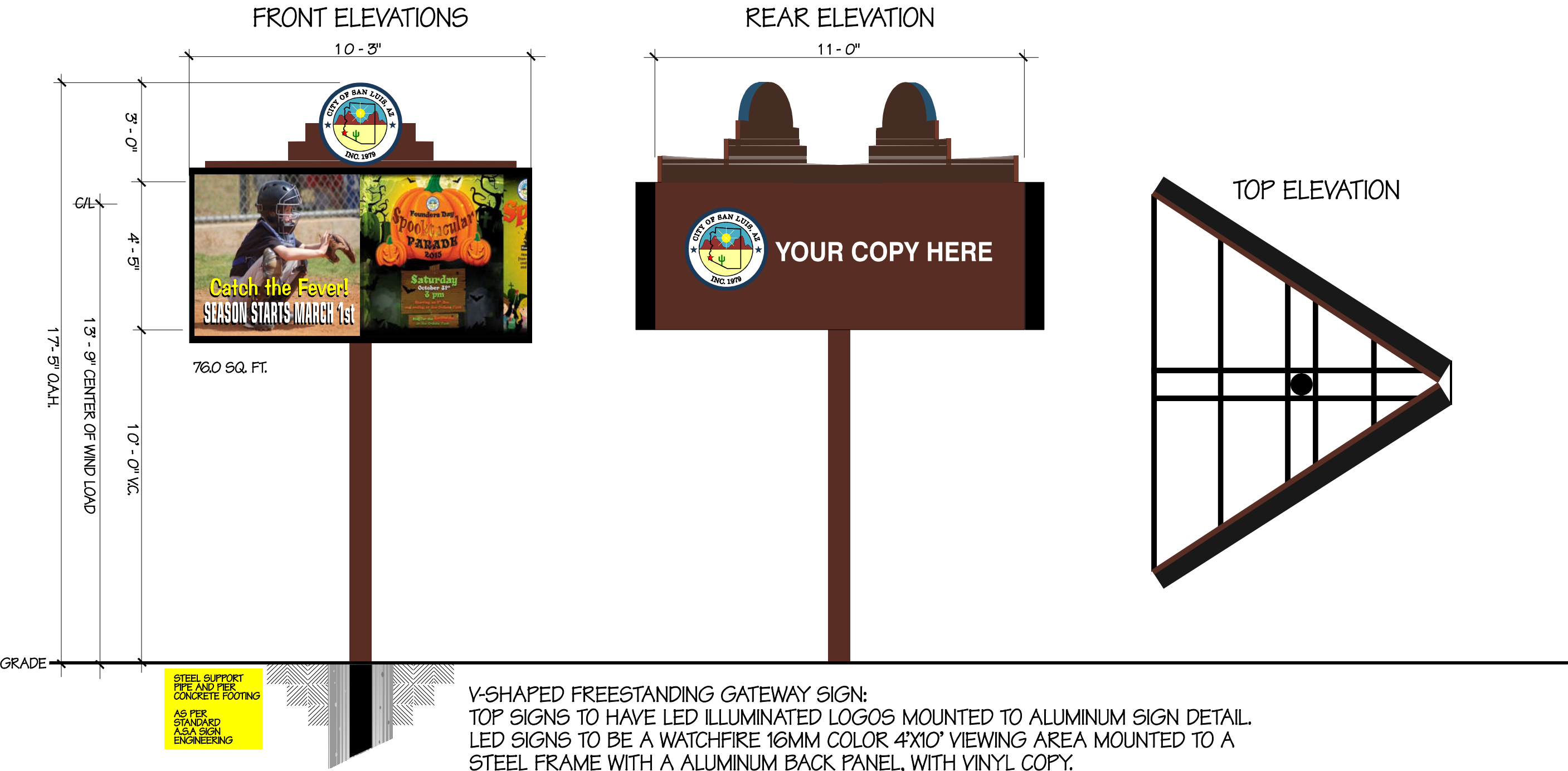
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$58,000.00
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Non-departmental C.O.
Equipment/100-999-90000
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
Expense will be paid from Non-Departmental Capital Outlay Equipment, Account No. 100-999-90000.

Attachments

LED Sign
Proposals
Budget Transfer

CITY OF SAN LUIS GATEWAY SIGN 8-23-17

5'x12' Viewing Area



SINCE 1946

PENN

NEON SIGN CO., INC.

Providing Quality Signs & Service To
Southern Arizona And
California For Over
Sixty Years

PROJECT:  **CITY OF SAN LUIS**

ADDRESS: **LED ENTRY SIGNS**

PROJECT NOTES:

3-6-18

DRAWING DATE:

REVISION:

FILE NAME:

MEMBERS

 **WSA**
WORLD SIGN ASSOCIATES

 **ISA**
INTERNATIONAL SIGN ASSOCIATION

 **ASNA**
ARIZONA SIGN ASSOCIATION

 **YUSA**
YUMA SOUTHWEST CONTRACTORS ASSOCIATION

Since 1946

PENN
NEON SIGN CO., INC.

DESIGNERS & MANUFACTURERS OF QUALITY SIGNS

PROPOSAL & CONTRACT

Proposal Date: 8/23/17
Proposal No.: 6741
Account No.: 2077

707 West 8th Street Yuma, Arizona 85364 • (928) 782-2501 • Fax: (928) 343-4076 • E-Mail: sales@pennsigns.com

SUBMITTED TO: CITY OF SAN LUIS
CONTACT:
ADDRESS: PO Box 1170
SAN LUIS, AZ 85349

JOB NAME: SAN LUIS GATEWAY V-SHAPED 5X12 LED
SIGN 6-25-17
JOB LOCATION: PO Box 1170
SAN LUIS, AZ 85349

PHONE / EXT: (928)341-8520
CELL NO.: (928)_____
FAX NO.: (928)_____
E-MAIL: JCISNEROS@CITYOFSANLUIS.ORG

SITE CONTACT:

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Product Code	Price @	Total:
Obtain Permits	\$ 0.00	\$0.00
Description	STAFF TIME TO OBTAIN SIGN PERMITS (NO CHARGE \$250.00 VALUE)	
Product Code	Price @	Total:
Permits	\$ 0.00	\$0.00
Description	PERMIT BILLED AT COST	
Product Code	Price @	Total:
Survey	\$ 0.00	\$0.00
Description	SITE & SIGN SURVEY: SURVEY NEW SIGN LOCATIONS (NO CHARGE \$275.00 VALUE)	
Product Code	Price @	Total:
Custom Project	\$ 54,720.00	\$58,000.00
Description	REMOVE AND DISPOSE OF EXISTING LED SIGN TO GRADE, CAP ELECTRICAL. NEW ENTRY SIGN: FABRICATE AND INSTALL NEW 5'X12' VIEWING AREA DOUBLE FACE 16MM COLOR WATCHFIRE LED, MOUNTED V-SHAPED. SIGN TO HAVE A TOP DETAIL WITH A CITY LOGO TO ILLUMINATE WITH LED LIGHTING. NO POLE COVER DUE TO THE V SHAPE. SIGN TO BE INSTALLED AS PER ASA STANDARD SIGN ENGINEERING. LED SIGNS TO HAVE BROADBAND COMMUNICATION, A LAPTOP. (ELECTRICAL TO NEW SIGN LOCATION BY THE CITY OF SAN LUIS). FREE WEB BASED TRAINING. FIVE FULL YEAR WARRANTEE ON PARTS AND LABOR BY WATCHFIRE.	

Notes:

50% DOWN 40% BEFORE INSTALLATION 10% 30 DAYS . (100% DOWN OPTION)
PRICE IS CONTINGENT UPON STANDARD GROUND CONDITION, ACCESS, OVERHEAD AND UNDERGROUND
OBSTRUCTIONS.
ELECTRICAL TO SIGN LOCATIONS BY OWNER

SUB TOTAL: \$54,720.00
SALES TAX: \$3280.00
SHIPPING: \$0.00
TOTAL: \$58,000.00

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SALES ASSOCIATE: Ron Contreras

R Contreras

Authorized Signature

Signature

Date







1165 4th Avenue • P.O. Box 2723 • Yuma, AZ 85366
(928) 782-7497 • Fax (928) 782-1515
visit: YUMASIGNMASTERS.COM - email: sales@yumasignmasters.com
GREG VILLALPANDO - Sales/Estimator/Designer - Cell: 928-580-7938

CONFIDENTIAL PROPOSAL

Attention: Derek Duenas
Company: City of San Luis, AZ
Address: 1090 Union St

Date: 9-8-17
Phone: 919-8613
Cell:

Project: LED digital display pole sign F email: dvduenas@cityofsanluis.org
We propose to supply the following:

Provide one (1) twin-pack 16mm 65"h x 12'-3"w x 5"d Watchfire LED electronic message display with RGB color LEDs, 1 to 10 lines of messaging capable, 4"-58" characters, video capable, designated for outdoor use. Includes: Ignite software compatible with Windows XP or newer computer operating system, 5 Year Warranty, wired for wireless (radio frequency) communication, basic software web training w/manual plus one new steel pole for installation.....\$ 49,920.00
Shipping, handling and insurance for electronic display.....\$ 1,676.00

Fabricate one (1) double-face 42"hx9'-6"w double-face top internally LED illuminated sign cabinet & circular city shield channels and one 10'-7" tall decorative pole cover to match existing. Also provide one steel pole for installation.....\$ 8,954.00

Installation which includes engineered concrete footing & concrete pad, steel pole and connection to existing power supply no further away than 5' from sign, and installing wireless transmitter and receiver (run 25' transmitter cable to computer in building included).....\$ 5,135.00

Permit procurements.....\$ 200.00
City of San Luis sign permit at cost.....\$

TERMS: 65%DOWN \$ 44,852.67

Balance due on completion: \$ 24,151.44 + permit

Sub - total: \$ 65,885.00

Tax: \$ 3,219.11

Total: \$ 69,004.11

TERMS AND CONDITIONS:

1. All labor and materials will be supplied in accordance with specifications submitted and listed above.
2. Any alterations from above specifications requiring extra cost; will only be executed upon written order.
3. Signmasters may not be held responsible for schedule delays resulting from accidents, poor weather or occurrences beyond our control. Liquidated damages will be void as a result of such delay.
4. Electric, if required for signage, will be supplied within 5' of the sign.
5. Unforeseen conditions affecting the installation of contracted signage shall be the responsibility of the Buyer.
6. Agreements made with Signmasters' workmen will not be recognized or binding upon Signmasters.
7. Signage shall remain the property of Signmasters until full payment has been made by the buyer. In the event full payment is not made, right of entry without trespass is granted to Signmasters for removal of contracted signage.
8. Delinquent payments will be billed at 3% monthly (36% annual).
9. Any costs incurred by Signmasters to collect past due accounts will be paid for by the Buyer.
10. If sign is discontinued for any reason Permit Plan Check Fee (city fee) shall be paid by the Buyer.
11. Buyer is responsible for drafting/sketch design fees. Said fees are waived at signing of contract or termination of project without the use of Signmasters drafts/sketch designs.
12. All bids valid for 90 days after which costs are re-evaluated and cost may be adjusted.
13. This proposal is for all outlined services. Additional labor to remove existing structures or special installations may incur additional fees. All footings are estimated at standard ground conditions. Boring into rock, concrete or asphalt may incur additional fees.

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in "Terms" above.

Authorized Signature
Title/Company _____

Date _____

Electric Signs
Neon Borders and Signs
Channel Letters
Wood Signs
Store Fronts

Banners
Window Lettering
Magnetics
Vehicle Lettering
Plastic Signs

Crane Service
Sign Installation
Sign Maintenance
Sign Repair
Custom Sign Design



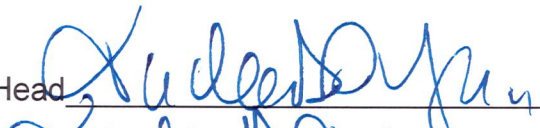
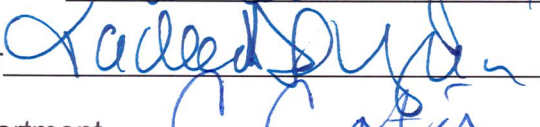
City of San Luis Budget Adjustment Form

Reason for Budget Adjustment:

Budget transfer needed to cover for the purchase of an LED Sign used for city marketing for all departments.

Account Number	Account Name	Approved/ Amended Budget Fiscal 17/18	Budget to be revised (Add to)	Budget to be decreased (Taken from)	Amended Budget Total
100-999-90000	Non-departmental Capital Outlay Equipment	322,250	58,000		380,250
100-110-70040	Software Support	3,700		500	3,200
100-110-80005	Special Services	119,250		5,000	114,250
100-115-70040	Software Support	3,700		150	3,550
100-115-80001	Professional Services	23,000		5,000	18,000
100-116-70040	Software Support	9,900		500	9,400
100-116-80000	Contractual Services	34,300		1,000	33,300
100-118-70040	Software Support	3,700		500	3,200
100-125-80005	Special Services	64,370		1,000	63,370
100-130-70040	Software Support	13,700		2,200	11,500
100-130-80001	Professional Services	13,600		1,000	12,600
100-131-60020	Dues & Subscriptions	5,430		1,000	4,430
100-131-70040	Software Support	3,700		500	3,200
100-135-70040	Software Support	3,700		500	3,200
100-135-80000	Contractual Services	35,730		6,000	29,730
100-140-70040	Software Support	3,700		500	3,200
100-144-70040	Software Support	3,700		500	3,200
100-145-70040	Software Support	3,700		500	3,200
100-145-80005	Special Services	115,000		6,000	109,000
100-146-70040	Software Support	3,700		500	3,200
100-147-70040	Software Support	3,700		500	3,200
100-155-70040	Software Support	3,700		500	3,200
100-160-70040	Software Support	3,700		500	3,200
100-160-80001	Professional Services	85,000		1,000	84,000
100-181-60000	Office Supplies	11,000		1,000	10,000
100-181-60025	Uniforms/Other	40,000		2,000	38,000
100-181-60035	Minor Tools/Equipment Supplies	43,000		3,000	40,000

100-182-70040	Software Support	27,300		500	26,800
100-710-60035	Minor Tools/Equipment Supplies	5,150		1,000	4,150
100-710-70040	Software Support	27,100		500	26,600
100-720-70040	Software Support	3,700		500	3,200
100-730-70040	Software Support	8,100		1,950	6,150
100-750-60035	Minor Tools/Equipment Supplies	6,040		500	5,540
100-750-70040	Software Support	7,200		1,900	5,300
100-750-80020	Legal Publications	500		500	0
200-210-60005	Other Supplies	14,000		1,500	12,500
200-210-70040	Software Support	3,700		500	3,200
300-302-60005	Other Supplies	4,500		1,500	3,000
300-302-70040	Software Support	3,700		500	3,200
310-311-80000	Contractual Services	68,950		1,500	67,450
310-311-70040	Software Support	3,700		500	3,200
320-321-70035	Equipment Maintenance	1,500		1,500	0
320-321-70040	Software Support	3,700		500	3,200
330-331-70040	Software Support	3,700		300	3,400
340-341-80000	Contractual Services	148,400		1,000	147,400
			58,000	58,000	

Department Head  Date 3/28/2018
 City Manager  Date 03/28/2018
 Finance Department  Date 03-28-2018



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4.

Meeting Date: 04/18/2018

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), (3) and (4).

Discussion and possible action on any and all matters to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), (3) and (4) for discussion or consideration of appointment of a Temporary Magistrate or Temporary Magistrates, for discussion or consultation for legal advice with the City Attorney and to consider the City Council's position and instruct the city attorney regarding the Temporary Magistrate contract or contracts that are the subject of negotiation. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

City Council can be properly advised by holding an executive session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03(A)(1), (3) AND (4).

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6.A.

Meeting Date: 04/18/2018

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action regarding any and all matters regarding the appointment of a Temporary Magistrate or Temporary Magistrates and related contract or contracts. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

City Manager Tadeo De La Hoya has requested this item so that City Council may take action as to the direction to appoint a Temporary Magistrate or Temporary Magistrates to cover the Municipal Court while recruitment efforts are underway to fill the vacancy of Magistrate.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT TEMPORARY MAGISTRATES TO COVER THE SAN LUIS MUNICIPAL COURT UNTIL CITY COUNCIL APPOINTS A PERMANENT MAGISTRATE AND IN ANY EVENT FOR A TERM NOT TO EXCEED _____ DAYS,

_____, **AND**

_____.

A form of contract may be available at the time of Council Meeting

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: TBD

BUDGETED AMOUNT: TBD

AVAILABLE AMOUNT TO TRANSFER: TBD

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: TBD

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The cost of the Temporary Magistrates will be offset by the Magistrate's salary which will not be paid due to the vacancy.

Attachments	
Magistrate Contract	

**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