

EMPLOYMENT AGREEMENT

This agreement is made this _____ day of January 2023, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona (“City”), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Juan Manuel Guerrero, referred to in this agreement as Magistrate (“Magistrate”). In consideration of the mutual covenants, agreements, and promises provided herein, the sufficiency of which is expressly acknowledged, City and Magistrate agree as follows:

SECTION I TERM AND NATURE OF EMPLOYMENT

This Employment Agreement is for a specific and limited duration. The purpose is to provide a Presiding Magistrate for the Municipal Court. The City of San Luis shall employ the Magistrate as the Presiding Municipal Magistrate for a term of two (2) years from the date of execution of this Agreement until February 1, 2025 (the “Agreement Period”).

SECTION II DUTIES

During the Agreement Period, the Magistrate shall perform the duties of the office as provided by Chapter 2.30 of Title 2 of the City Code and Chapter 4 of Title 22 of the Arizona Revised Statutes.

SECTION III RATE OF COMPENSATION

- A. The salary of the Magistrate shall be sixty-thousand dollars (\$60,000.00) per year, payable biweekly.
- B. During the Agreement Period, vacation time and sick time shall accrue in accordance with the City of San Luis Personnel Policies for employees in the classified service. The Magistrate shall not be eligible for city employee health benefits.
- C. This employment is for a neutral, objective judicial officer, and the employment is not subject to the will of the Council. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.

SECTION IV TERMINATION OF EMPLOYMENT

- A. The City Council may not terminate this Agreement except for good cause. Termination “for good cause” includes, but is not limited to, termination for material breach of this agreement by the Magistrate; intentional nonperformance or dereliction of Magistrate’s duties as detailed by this Agreement; judicial misconduct in violation of the Arizona Code of Judicial Conduct as adopted by the Supreme Court of Arizona; any felony conviction; or conviction of a crime of

moral turpitude.

B. The Magistrate agrees to give the City notice of any proceedings before the Commission on Judicial Conduct or any criminal court against the Magistrate during the term of this agreement.

SECTION V
CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing. The parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge (1) that any statements or representations that either may have made of them to the other are void and of no effect and (2) that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION VI
WAIVER OR MODIFICATION INEFFECTIVE
UNLESS IN WRITING

It is agreed (1) that no waiver or modification of this agreement or any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it and (2) that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

SECTION VII
CONTRACT GOVERNED BY LAW OF
STATE OF ARIZONA

A. The parties agree (1) that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and (2) that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

In witness whereof, this agreement was duly executed in San Luis, Yuma County, Arizona, on this _____ day of January 2023.

Juan Manuel Guerrero

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney