

## EMPLOYMENT AGREEMENT

This agreement is made this 25th 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 Alicia Zermeno Aguirre, an attorney duly licensed and in good standing with the State of Arizona, 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 an Assistant City Magistrate for the Municipal Court pursuant to Administrative Order No. 2023-04 of the Yuma County Superior Court. The Magistrate shall be employed by the City of San Luis as Magistrate for the duration of said Administrative Order or until such time as either the City Council appoints a Presiding Magistrate for a term of office. In the event of appointment of a Presiding Magistrate, City shall provide at least fourteen calendar days' notice of the expiration of this agreement,

### SECTION II DUTIES

During the Agreement Period, the Magistrate shall perform the duties of 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 a per diem rate of five hundred fifty dollars (\$550.00) for each day of work. The Municipal Court is open five days a week, excluding legal holidays. Magistrate is to be an independent judge and therefore shall solely determine her days of work. All sums due Magistrate are to be paid bi-weekly.
- B. Magistrate shall not be eligible for city employee benefits.
- C. This employment is for a neutral objective judicial officer, and the employment is not subject to the will of Council. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.
- D. This agreement is being executed by the City Manager pursuant to the authority of §3.05.080 of the City Code. Approval of City Council of this agreement will be necessary before total compensation can exceed forty-five thousand dollars. (\$45,000.00).

**SECTION IV  
TERMINATION OF EMPLOYMENT**

A. The City Council may not terminate this Agreement except for good cause. Termination "for cause" includes, but is not limited to, termination for: material breach of this agreement by 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. Magistrate agrees to give notice to City of any proceedings before the Commission on Judicial Conduct 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 and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and 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 that no waiver or modification of this agreement or of 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 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 a duly executed writing.

SECTION VII  
CONTRACT GOVERNED BY LAW OF  
STATE OF ARIZONA

A. The parties agree 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 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.

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

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Alicia Zermeno Aguirre, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the 25th day of January 2023.

*/s/ Alicia Zermeno*

Alicia Zermeno Aguirre, Magistrate

\_\_\_\_\_  
Ralph Velez, City Manager

Attest:

\_\_\_\_\_  
Sonia ~~Cuello~~, Clerk  
*Cornelio*

Approved as to form:

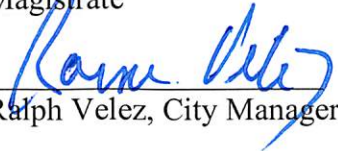
\_\_\_\_\_  
City Attorney

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 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, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Alicia Aguirre Zermeno, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the 25<sup>th</sup> day of January 2023.

Magistrate




Ralph Velez, City Manager

Attest:



Sonia Cornelio, Clerk

Approved as to form:



Kay Marion Maciel  
City Attorney