



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 6:00 p.m., Wednesday, January 18, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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 or 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 6:00 p.m., el día Miércoles, 18 de Enero del 2023. 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 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



AGENDA
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 18, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A), subsections (1), (3), and (4) on any and all matters relating to the City Council-Appointed position of Magistrate under San Luis City Code § 2.15.220 and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of the Magistrate, and consultation with the attorney or attorneys of the city regarding the same. **(Ralph Velez, Interim City Manager, and Kay Marion Macuil, City Attorney)**

4. MOTION TO GO BACK INTO SPECIAL SESSION

5. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. **(Ralph Velez, Interim City Manager)**

6. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3.

Meeting Date: 01/18/2023

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A), subsections (1), (3), and (4) on any and all matters relating to the City Council-Appointed position of Magistrate under San Luis City Code § 2.15.220 and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of the Magistrate, and consultation with the attorney or attorneys of the city regarding the same. **(Ralph Velez, Interim City Manager, and 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(A) SUBSECTIONS (1), (3), AND (4).

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):

The fiscal impact does not apply to this agenda item because, under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted during an executive session.



AGENDA ITEM REVIEW FORM

Special City Council Meeting

5.

Meeting Date: 01/18/2023

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. **(Ralph Velez, Interim City Manager)**

SUMMARY:

As required by Arizona law, judicial contracts must be a minimum of two (2) years in duration. City Council appoints the Magistrate position per San Luis City Code § 2.30.200.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

(NO SUGGESTED MOTION AT THIS TIME. CITY COUNCIL MAY MAKE SUCH MOTION AS COUNCIL MAY DESIRE REGARDING THE MATTER LISTED ON THE AGENDA.)

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: See fiscal impact stment
BUDGETED AMOUNT: Yes
AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Salary and ERE accounts
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The available budget for this contract is in the salaries line items for the Municipal Court for this fiscal year, since the budget include the position for the full year 2022. The city will budget the position in future fiscal year as needed.

Attachments

Contract

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