

PROFESSIONAL SERVICES AGREEMENT
FOR JUDGE PRO TEMPORE SERVICES

This Professional Services Agreement for Judge Pro Tempore Services ("Contract") is made and entered by and between Honorable Hunter Lewis, hereinafter designated as "Lewis," and the Town of Wickenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Wickenburg."

RECITALS:

- A. Wickenburg wishes to appoint Lewis to serve as a Judge Pro Tempore for the Wickenburg Municipal Court to provide magistrate services when the Presiding Judge of the Court is unavailable.
- B. Wickenburg desires to appoint Lewis to a term of two (2) years as Judge Pro Tempore for Wickenburg upon the terms and provisions hereafter contained.
- C. Lewis is qualified to provide the services set forth herein.

AGREEMENT:

- 1. Lewis is hereby appointed to serve as Judge Pro Tempore for a two (2) year term beginning the start of payroll following approval of this contract by the Town Council.
- 2. Lewis avows that he/she is a member in good standing of the State Bar of Arizona and possesses the knowledge, skills, and experience to be a Judge Pro Tempore and shall render to the best of his/her abilities, in accordance with applicable professional standards, the services described herein during the continuance of this Contract. Lewis shall secure and pay for all business registrations, licenses, permits, and governmental fees necessary and customarily required for the proper execution and completion of the services under this Contract.
- 3. Lewis agrees to faithfully represent the interests of the Wickenburg Municipal Court while serving as a Judge Pro Tempore.
- 4. Wickenburg will make available, at all times during the term of this Contract, adequate and comfortable physical facilities in which to perform the Judge Pro Tempore duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
- 5. Lewis agrees to provide Judge Pro Tempore services on an as-needed basis, upon request from Wickenburg and Contract by Lewis. Wickenburg agrees to pay Lewis the sum of \$70.00 per hour plus mileage reimbursement at the IRS rate, for services provided during

the term of this Contract. No other employment benefits will be provided. The parties understand and agree that this Contract does not guarantee a minimum number of hours or payment of compensation during the term of this Contract. Lewis shall pay all applicable taxes. Lewis shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the services under this Contract.

6. Both parties agree that Lewis shall have the right to terminate the Contract upon 30-days written notice to the presiding Judge of the Wickenburg Municipal Court. Wickenburg may terminate this Contract prior to the expiration only for cause. "Cause" includes but is not limited to: (1) failure to comply with the canons of judicial ethics, (2) failure to satisfactorily carry out the job duties or meet the performance standards set forth herein, (3) extended periods in which Lewis is unable or unwilling to perform its duties, or (4) a violation of the terms of this Contract.

7. In the performance of this Contract, Lewis shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Wickenburg, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the County of Maricopa, State of Arizona.

8. This Contract is personal to Lewis and cannot be assigned or delegated to any other party.

9. It is agreed that no waiver or modification of this Contract 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 Contract, 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.

10. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511.

12. To the extent applicable under A.R.S. § 41-4401, Lewis warrants compliance with all federal immigration laws and regulations that relate to Municipal Court employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

13. This Contract shall constitute the entire agreement between the parties. Any changes to this Contract must be in writing and must be agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year last herein written.

TOWN OF WICKENBURG

By _____
BG Bratcher, Mayor

Date _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

LEWIS: JUDGE PRO TEMPORE

By _____
Honorable Hunter Lewis

Date _____

PROFESSIONAL SERVICES AGREEMENT
FOR JUDGE PRO TEMPORE SERVICES

This Professional Services Agreement for Judge Pro Tempore Services ("Contract") is made and entered by and between Honorable Jerry Landau, hereinafter designated as "Landau," and the Town of Wickenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Wickenburg."

RECITALS:

- A. Wickenburg wishes to appoint Landau to serve as a Judge Pro Tempore for the Wickenburg Municipal Court to provide magistrate services when the Presiding Judge of the Court is unavailable.
- B. Wickenburg desires to appoint Landau to a term of two (2) years as Judge Pro Tempore for Wickenburg upon the terms and provisions hereafter contained.
- C. Landau is qualified to provide the services set forth herein.

AGREEMENT:

- 1. Landau is hereby appointed to serve as Judge Pro Tempore for a two (2) year term beginning the start of payroll following approval of this contract by the Town Council.
- 2. Landau avows that he/she is a member in good standing of the State Bar of Arizona and possesses the knowledge, skills, and experience to be a Judge Pro Tempore and shall render to the best of his/her abilities, in accordance with applicable professional standards, the services described herein during the continuance of this Contract. Landau shall secure and pay for all business registrations, licenses, permits, and governmental fees necessary and customarily required for the proper execution and completion of the services under this Contract.
- 3. Landau agrees to faithfully represent the interests of the Wickenburg Municipal Court while serving as a Judge Pro Tempore.
- 4. Wickenburg will make available, at all times during the term of this Contract, adequate and comfortable physical facilities in which to perform the Judge Pro Tempore duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
- 5. Landau agrees to provide Judge Pro Tempore services on an as-needed basis, upon request from Wickenburg and Contract by Landau. Wickenburg agrees to pay Landau the sum of \$70.00 per hour plus mileage reimbursement at the IRS rate, for services provided

during the term of this Contract. No other employment benefits will be provided. The parties understand and agree that this Contract does not guarantee a minimum number of hours or payment of compensation during the term of this Contract. Landau shall pay all applicable taxes. Landau shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the services under this Contract.

6. Both parties agree that Landau shall have the right to terminate the Contract upon 30-days written notice to the presiding Judge of the Wickenburg Municipal Court. Wickenburg may terminate this Contract prior to the expiration only for cause. "Cause" includes but is not limited to: (1) failure to comply with the canons of judicial ethics, (2) failure to satisfactorily carry out the job duties or meet the performance standards set forth herein, (3) extended periods in which Landau is unable or unwilling to perform its duties, or (4) a violation of the terms of this Contract.

7. In the performance of this Contract, Landau shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Wickenburg, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the County of Maricopa, State of Arizona.

8. This Contract is personal to Landau and cannot be assigned or delegated to any other party.

9. It is agreed that no waiver or modification of this Contract 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 Contract, 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.

10. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511.

12. To the extent applicable under A.R.S. § 41-4401, Landau warrants compliance with all federal immigration laws and regulations that relate to Municipal Court employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

13. This Contract shall constitute the entire agreement between the parties. Any changes to this Contract must be in writing and must be agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year last herein written.

TOWN OF WICKENBURG

By _____
BG Bratcher, Mayor

Date _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

LANDAU: JUDGE PRO TEMPORE

By _____
Honorable Jerry Landau

Date _____

PROFESSIONAL SERVICES AGREEMENT
FOR JUDGE PRO TEMPORE SERVICES

This Professional Services Agreement for Judge Pro Tempore Services ("Contract") is made and entered by and between Honorable Tara Parascandola, hereinafter designated as "Parascandola," and the Town of Wickenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Wickenburg."

RECITALS:

- A. Wickenburg wishes to appoint Parascandola to serve as a Judge Pro Tempore for the Wickenburg Municipal Court to provide magistrate services when the Presiding Judge of the Court is unavailable.
- B. Wickenburg desires to appoint Parascandola to a term of two (2) years as Judge Pro Tempore for Wickenburg upon the terms and provisions hereafter contained.
- C. Parascandola is qualified to provide the services set forth herein.

AGREEMENT:

- 1. Parascandola is hereby appointed to serve as Judge Pro Tempore for a two (2) year term beginning the start of payroll following approval of this contract by the Town Council.
- 2. Parascandola avows that he/she is a member in good standing of the State Bar of Arizona and possesses the knowledge, skills, and experience to be a Judge Pro Tempore and shall render to the best of his/her abilities, in accordance with applicable professional standards, the services described herein during the continuance of this Contract. Parascandola shall secure and pay for all business registrations, licenses, permits, and governmental fees necessary and customarily required for the proper execution and completion of the services under this Contract.
- 3. Parascandola agrees to faithfully represent the interests of the Wickenburg Municipal Court while serving as a Judge Pro Tempore.
- 4. Wickenburg will make available, at all times during the term of this Contract, adequate and comfortable physical facilities in which to perform the Judge Pro Tempore duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
- 5. Parascandola agrees to provide Judge Pro Tempore services on an as-needed basis, upon request from Wickenburg and Contract by Parascandola. Wickenburg agrees to pay Parascandola the sum of \$70.00 per hour plus mileage reimbursement at the IRS rate, for

services provided during the term of this Contract. No other employment benefits will be provided. The parties understand and agree that this Contract does not guarantee a minimum number of hours or payment of compensation during the term of this Contract. Parascandola shall pay all applicable taxes. Parascandola shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the services under this Contract.

6. Both parties agree that Parascandola shall have the right to terminate the Contract upon 30-days written notice to the presiding Judge of the Wickenburg Municipal Court. Wickenburg may terminate this Contract prior to the expiration only for cause. "Cause" includes but is not limited to: (1) failure to comply with the canons of judicial ethics, (2) failure to satisfactorily carry out the job duties or meet the performance standards set forth herein, (3) extended periods in which Parascandola is unable or unwilling to perform its duties, or (4) a violation of the terms of this Contract.

7. In the performance of this Contract, Parascandola shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Wickenburg, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the County of Maricopa, State of Arizona.

8. This Contract is personal to Parascandola and cannot be assigned or delegated to any other party.

9. It is agreed that no waiver or modification of this Contract 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 Contract, 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.

10. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511.

12. To the extent applicable under A.R.S. § 41-4401, Parascandola warrants compliance with all federal immigration laws and regulations that relate to Municipal Court employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

13. This Contract shall constitute the entire agreement between the parties. Any changes to this Contract must be in writing and must be agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year last herein written.

TOWN OF WICKENBURG

By _____
BG Bratcher, Mayor

Date _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

PARASCANDOLA: JUDGE PRO TEMPORE

By _____
Honorable Tara Parascandola

Date _____

PROFESSIONAL SERVICES AGREEMENT
FOR JUDGE PRO TEMPORE SERVICES

This Professional Services Agreement for Judge Pro Tempore Services ("Contract") is made and entered by and between Honorable Teresa Hunt, hereinafter designated as "Hunt," and the Town of Wickenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Wickenburg."

RECITALS:

- A. Wickenburg wishes to appoint Hunt to serve as a Judge Pro Tempore for the Wickenburg Municipal Court to provide magistrate services when the Presiding Judge of the Court is unavailable.
- B. Wickenburg desires to appoint Hunt to a term of two (2) years as Judge Pro Tempore for Wickenburg upon the terms and provisions hereafter contained.
- C. Hunt is qualified to provide the services set forth herein.

AGREEMENT:

- 1. Hunt is hereby appointed to serve as Judge Pro Tempore for a two (2) year term beginning the start of payroll following approval of this contract by the Town Council.
- 2. Hunt avows that he/she is a member in good standing of the State Bar of Arizona and possesses the knowledge, skills, and experience to be a Judge Pro Tempore and shall render to the best of his/her abilities, in accordance with applicable professional standards, the services described herein during the continuance of this Contract. Hunt shall secure and pay for all business registrations, licenses, permits, and governmental fees necessary and customarily required for the proper execution and completion of the services under this Contract.
- 3. Hunt agrees to faithfully represent the interests of the Wickenburg Municipal Court while serving as a Judge Pro Tempore.
- 4. Wickenburg will make available, at all times during the term of this Contract, adequate and comfortable physical facilities in which to perform the Judge Pro Tempore duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
- 5. Hunt agrees to provide Judge Pro Tempore services on an as-needed basis, upon request from Wickenburg and Contract by Hunt. Wickenburg agrees to pay Hunt the sum of \$70.00 per hour plus mileage reimbursement at the IRS rate, for services provided during

the term of this Contract. No other employment benefits will be provided. The parties understand and agree that this Contract does not guarantee a minimum number of hours or payment of compensation during the term of this Contract. Hunt shall pay all applicable taxes. Hunt shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the services under this Contract.

6. Both parties agree that Hunt shall have the right to terminate the Contract upon 30-days written notice to the presiding Judge of the Wickenburg Municipal Court. Wickenburg may terminate this Contract prior to the expiration only for cause. "Cause" includes but is not limited to: (1) failure to comply with the canons of judicial ethics, (2) failure to satisfactorily carry out the job duties or meet the performance standards set forth herein, (3) extended periods in which Hunt is unable or unwilling to perform its duties, or (4) a violation of the terms of this Contract.

7. In the performance of this Contract, Hunt shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Wickenburg, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the County of Maricopa, State of Arizona.

8. This Contract is personal to Hunt and cannot be assigned or delegated to any other party.

9. It is agreed that no waiver or modification of this Contract 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 Contract, 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.

10. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511.

12. To the extent applicable under A.R.S. § 41-4401, Hunt warrants compliance with all federal immigration laws and regulations that relate to Municipal Court employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

13. This Contract shall constitute the entire agreement between the parties. Any changes to this Contract must be in writing and must be agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year last herein written.

TOWN OF WICKENBURG

By _____
BG Bratcher, Mayor

Date _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

HUNT: JUDGE PRO TEMPORE

By _____
Honorable Teresa Hunt

Date _____

PROFESSIONAL SERVICES AGREEMENT
FOR JUDGE PRO TEMPORE SERVICES

This Professional Services Agreement for Judge Pro Tempore Services ("Contract") is made and entered by and between Honorable Maria Maurer, hereinafter designated as "Maurer," and the Town of Wickenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Wickenburg."

RECITALS:

- A. Wickenburg wishes to appoint Maurer to serve as a Judge Pro Tempore for the Wickenburg Municipal Court to provide magistrate services when the Presiding Judge of the Court is unavailable.
- B. Wickenburg desires to appoint Maurer to a term of two (2) years as Judge Pro Tempore for Wickenburg upon the terms and provisions hereafter contained.
- C. Maurer is qualified to provide the services set forth herein.

AGREEMENT:

- 1. Maurer is hereby appointed to serve as Judge Pro Tempore for a two (2) year term beginning the start of payroll following approval of this contract by the Town Council.
- 2. Maurer avows that he/she is a member in good standing of the State Bar of Arizona and possesses the knowledge, skills, and experience to be a Judge Pro Tempore and shall render to the best of his/her abilities, in accordance with applicable professional standards, the services described herein during the continuance of this Contract. Maurer shall secure and pay for all business registrations, licenses, permits, and governmental fees necessary and customarily required for the proper execution and completion of the services under this Contract.
- 3. Maurer agrees to faithfully represent the interests of the Wickenburg Municipal Court while serving as a Judge Pro Tempore.
- 4. Wickenburg will make available, at all times during the term of this Contract, adequate and comfortable physical facilities in which to perform the Judge Pro Tempore duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
- 5. Maurer agrees to provide Judge Pro Tempore services on an as-needed basis, upon request from Wickenburg and Contract by Maurer. Wickenburg agrees to pay Maurer the sum of \$70.00 per hour plus mileage reimbursement at the IRS rate, for services provided

during the term of this Contract. No other employment benefits will be provided. The parties understand and agree that this Contract does not guarantee a minimum number of hours or payment of compensation during the term of this Contract. Maurer shall pay all applicable taxes. Maurer shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the services under this Contract.

6. Both parties agree that Maurer shall have the right to terminate the Contract upon 30-days written notice to the presiding Judge of the Wickenburg Municipal Court. Wickenburg may terminate this Contract prior to the expiration only for cause. "Cause" includes but is not limited to: (1) failure to comply with the canons of judicial ethics, (2) failure to satisfactorily carry out the job duties or meet the performance standards set forth herein, (3) extended periods in which Maurer is unable or unwilling to perform its duties, or (4) a violation of the terms of this Contract.

7. In the performance of this Contract, Maurer shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Wickenburg, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the County of Maricopa, State of Arizona.

8. This Contract is personal to Maurer and cannot be assigned or delegated to any other party.

9. It is agreed that no waiver or modification of this Contract 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 Contract, 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.

10. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511.

12. To the extent applicable under A.R.S. § 41-4401, Maurer warrants compliance with all federal immigration laws and regulations that relate to Municipal Court employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

13. This Contract shall constitute the entire agreement between the parties. Any changes to this Contract must be in writing and must be agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year last herein written.

TOWN OF WICKENBURG

By _____
BG Bratcher, Mayor

Date _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

MAURER: JUDGE PRO TEMPORE

By _____
Honorable Maria Maurer

Date _____

PROFESSIONAL SERVICES AGREEMENT
FOR JUDGE PRO TEMPORE SERVICES

This Professional Services Agreement for Judge Pro Tempore Services ("Contract") is made and entered by and between Honorable Mayra Galindo, hereinafter designated as "Galindo," and the Town of Wickenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Wickenburg."

RECITALS:

- A. Wickenburg wishes to appoint Galindo to serve as a Judge Pro Tempore for the Wickenburg Municipal Court to provide magistrate services when the Presiding Judge of the Court is unavailable.
- B. Wickenburg desires to appoint Galindo to a term of two (2) years as Judge Pro Tempore for Wickenburg upon the terms and provisions hereafter contained.
- C. Galindo is qualified to provide the services set forth herein.

AGREEMENT:

- 1. Galindo is hereby appointed to serve as Judge Pro Tempore for a two (2) year term beginning the start of payroll following approval of this contract by the Town Council.
- 2. Galindo avows that he/she is a member in good standing of the State Bar of Arizona and possesses the knowledge, skills, and experience to be a Judge Pro Tempore and shall render to the best of his/her abilities, in accordance with applicable professional standards, the services described herein during the continuance of this Contract. Galindo shall secure and pay for all business registrations, licenses, permits, and governmental fees necessary and customarily required for the proper execution and completion of the services under this Contract.
- 3. Galindo agrees to faithfully represent the interests of the Wickenburg Municipal Court while serving as a Judge Pro Tempore.
- 4. Wickenburg will make available, at all times during the term of this Contract, adequate and comfortable physical facilities in which to perform the Judge Pro Tempore duties, including filing facilities, supplies, and equipment deemed necessary for the expedient and orderly operation of the Municipal Court.
- 5. Galindo agrees to provide Judge Pro Tempore services on an as-needed basis, upon request from Wickenburg and Contract by Galindo. Wickenburg agrees to pay Galindo the sum of \$70.00 per hour plus mileage reimbursement at the IRS rate, for services provided

during the term of this Contract. No other employment benefits will be provided. The parties understand and agree that this Contract does not guarantee a minimum number of hours or payment of compensation during the term of this Contract. Galindo shall pay all applicable taxes. Galindo shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the services under this Contract.

6. Both parties agree that Galindo shall have the right to terminate the Contract upon 30-days written notice to the presiding Judge of the Wickenburg Municipal Court. Wickenburg may terminate this Contract prior to the expiration only for cause. "Cause" includes but is not limited to: (1) failure to comply with the canons of judicial ethics, (2) failure to satisfactorily carry out the job duties or meet the performance standards set forth herein, (3) extended periods in which Galindo is unable or unwilling to perform its duties, or (4) a violation of the terms of this Contract.

7. In the performance of this Contract, Galindo shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Wickenburg, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the County of Maricopa, State of Arizona.

8. This Contract is personal to Galindo and cannot be assigned or delegated to any other party.

9. It is agreed that no waiver or modification of this Contract 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 Contract, 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.

10. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

11. This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511.

12. To the extent applicable under A.R.S. § 41-4401, Galindo warrants compliance with all federal immigration laws and regulations that relate to Municipal Court employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

13. This Contract shall constitute the entire agreement between the parties. Any changes to this Contract must be in writing and must be agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year last herein written.

TOWN OF WICKENBURG

By _____
BG Bratcher, Mayor

Date _____

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

GALINDO: JUDGE PRO TEMPORE

By _____
Honorable Mayra Galindo

Date _____