

**AGREEMENT TO RETAIN SERVICES AS CITY MAGISTRATE
FOR THE CITY OF DOUGLAS, ARIZONA**

This agreement is made and entered into this 22nd day of June 2022, between the **CITY OF DOUGLAS**, and Arizona municipal corporation, acting by and through its duly authorized officers, hereinafter referred to as “the City”, and **ALMA R. VILDOSOLA**, hereinafter referred to as the “Magistrate.”

**SECTION 1.
NATURE OF EMPLOYMENT**

Pursuant to Article XI of the City Charter, the City hereby, retains the services of the Magistrate to serve as City Magistrate. The duties of City Magistrate shall include the following:

- a. The Magistrate shall perform his duties in accordance with the conditions and requirements imposed on municipal courts by A.R.S. §22-401, et seq., and other applicable laws, rules and regulations.
- b. The Magistrate shall preside over all the cases arising under the various ordinances of the City of Douglas and civil traffic violations of laws of the State committed within the limits of the City.
- c. The Magistrate shall perform all other duties required by the Arizona Supreme Court and applicable Arizona law.
- d. The Magistrate may but is not required to establish a program for collecting delinquent accounts.

**SECTION 2.
ACCEPTANCE OF EMPLOYMENT**

The Magistrate hereby accepts employment as City Magistrate and agrees to render to the best of her ability the services and duties of the City Magistrate during the continuance of this Agreement and shall carry out duties in accordance with the City related provisions of the Court Consolidation Agreement with Cochise County. The Magistrate shall not assign any of her rights and duties under this Agreement without the prior written consent of the City.

**SECTION 3.
COMPENSATION**

In consideration of the services rendered as City Magistrate, Magistrate shall receive from the City the sum of \$2,083.33 per month and shall be eligible to receive any cost-of-living increases provided to City employees and approved by Mayor and Council. It is expected that the duties of the Magistrate can be performed in approximately twelve (12) hours per week. There will be no additional compensation, beyond the terms of the contract, for time the Magistrate may spend

on training or other duties related to administering the City Court. Magistrate shall be considered an independent contractor and not an employee of the City.

SECTION 4. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2022, and end June 30, 2024; unless City Magistrate loses the office of Justice of the Peace; at which point the appointment of City Magistrate will also end. The City Council may remove the City Magistrate at any time during the term of this Agreement for cause.

SECTION 5. CONFLICT OF INTEREST

The provisions of A.R.S. §38-511 are incorporated by reference and made part hereof.

SECTION 6. CHOICE OF LAW AND VENUE

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by any governmental body, arbitrator, or court of competent jurisdiction, such holding will not diminish the validity or enforceability of any other provision hereof.

SECTION 8. ENTIRE AGREEMENT

This Agreement and any attachments represent the entire agreement between City and Magistrate and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent

inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF DOUGLAS

Alma R. Vildosola

Ana Urquijo, City Manager

Attest:

Approved as to Form:

Alma Andrade, City Clerk

Denis Fitzgibbons, City Attorney