

RESOLUTION 2811

A RESOLUTION OF THE MAYOR AND PAYSON TOWN COUNCIL,
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR MAGISTRATE SERVICES WITH THE HONORABLE
DOROTHY LITTLE.

(2015-2016 MAGISTRATE SERVICES CONTRACT)

WHEREAS, the Town of Payson and Gila County have negotiated consolidation of the Town of Payson Magistrate Court and the Payson Precinct of the Gila County Justice Court, which benefits both agencies as an efficient and economical means of operating these courts; and

WHEREAS, the Town has budgeted funds for the payment of wages to its Magistrate; and

WHEREAS, the Town previously entered into a contract with the Honorable Dorothy Little to serve as its Magistrate for a two year term ending December 31, 2014; and

WHEREAS, the Town desires to enter into a new two year contract with the Honorable Dorothy Little to perform Town Magistrate services as a part time, salaried contract employee during 2015 and 2016,

NOW, THEREFORE, THE MAYOR AND COUNCIL RESOLVE AS FOLLOWS:

Section 1. The Agreement for Magistrate Services with the Honorable Dorothy Little is approved in substantially the form set forth in Exhibit A attached.

Section 2. The Mayor is authorized to execute the Agreement for Magistrate Services in substantially the form set forth in Exhibit A.

Section 3. The Town is authorized to take such other actions as are necessary to carrying out the intent of the Agreement and this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL this 20th day of November, 2014, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk



Timothy M. Wright, Town Attorney

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**AGREEMENT FOR MAGISTRATE SERVICES
(Exhibit A to Resolution 2811)**

THIS AGREEMENT made and entered this ___ day of November, 2014, by and between the TOWN OF PAYSON, an Arizona municipal corporation ("the Town"), and THE HONORABLE DOROTHY LITTLE ("the Magistrate") (collectively, the "Parties").

RECITALS

- A. Pursuant to A.R.S. §22-402 and Section 34.01 of the Town Code of the Town of Payson, there is established within the Town of Payson a Magistrate Court.
- B. On May 14, 1999, the Town and the County of Gila entered into an Agreement (Intergovernmental Agreement by and between Town of Payson and Gila County, Consolidated Administration and Operation of Limited Jurisdiction Courts) providing for, among other things, the consolidation of the Payson Precinct of the Gila County Justice Court and the Town of Payson Magistrate Court ("1999 Consolidation Agreement").
- C. The 1999 Consolidation Agreement has from time to time been extended.
- D. On November 4, 2014, the Honorable Dorothy Little was re-elected as the Payson Justice of the Peace for a four year term commencing January 1, 2015.
- E. Pursuant to Resolutions 2228, 2494, 2581, and 2692, the Town has entered into prior two-year contracts with the Magistrate as a part time, salaried contract employee of the Town during her time as Justice of the Peace.
- F. The Town and the Magistrate desire to enter a new contract through December 31, 2016.

AGREEMENT

The Parties agree as follows:

- 1. This Agreement for Magistrate Services ("the Agreement"), as of its effective date, shall supersede all prior agreements between the Parties.
- 2. This Agreement shall be effective January 1, 2015.
- 3. The Magistrate shall perform all duties of the Presiding Officer of the Town of Payson Magistrate Court pursuant to this Agreement, the Code of the Town of Payson, and A.R.S. §§ 22-401, *et seq.*, and as otherwise empowered by law.
- 4. The Magistrate shall be a part time, salaried contract employee of the Town. All terms of the Magistrate's employment shall be determined by this Agreement and such employment shall not be subject to the terms of the Town's Personnel Policy Manual.

5. The Town shall pay the Magistrate a salary of Twenty-eight Thousand Dollars (\$28,000.00) for each year that this Agreement is in effect.

6. All amounts due pursuant to this Agreement shall be paid on a bi-weekly basis in accordance with the standard payroll procedures of the Town. The Town shall withhold all required employment and income taxes in accordance with federal law.

7. The Magistrate shall perform the duties of the Magistrate of the Magistrate Court pursuant to law and pursuant to the 1999 Consolidation Agreement. The Parties acknowledge that the Magistrate is the Justice of the Peace of the Payson Precinct of the Gila County Justice Court and that that A.R.S. §22-403(B) authorizes Magistrate to accept this position without having to forfeit her office as Justice of the Peace of the Payson Precinct of the Gila County Justice Court.

8. Termination.

8.1 The Parties understand and agree that this Agreement is predicated upon the continued existence of the 1999 Consolidation Agreement. The Parties further agree that in the event the 1999 Consolidation Agreement is not extended by and between the County of Gila and the Town, or in the event such Agreement is canceled according to its terms, this Agreement shall likewise terminate on the date said 1999 Consolidation Agreement terminates.

8.2 This Agreement shall also terminate in the event that the Magistrate ceases to function as Justice of the Peace of the Payson Precinct of the Gila County Justice Court on the date that the Magistrate ceases so to function.

8.3 The Town may terminate this Agreement for good cause shown at any time.

8.4 The Magistrate may terminate this Agreement at any time by providing to the Town thirty (30) days written notice of the Magistrate's intention so to do.

9. This Agreement is subject to the provisions of A.R.S. § 38-511.

10. The Town shall use its best efforts to fund its financial obligations under this Agreement at each budget year. In the event that the Town does not budget sufficient funds with which to perform its obligations under this Agreement during any fiscal year, then the Town may terminate and cancel this agreement at such time for such reason.

11. All notices sent by either party to this Agreement to the other party shall be sent to the addresses as follows:

The Honorable Dorothy Little
714 South Beeline Highway #103
Payson, Arizona 85541

Town Manager
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541

12. This Agreement constitutes the entire Agreement between the Parties. This Agreement shall not be altered, modified or amended in whole or in part except by a similar written instrument executed with the same formalities as this instrument.

13. The Parties agree that in the event any provision in this Agreement is found by a court of competent jurisdiction to be invalid, the invalidity of such portions shall not affect the remaining portions, which shall remain valid and enforceable according to their terms, unless the purposes of the remainder of this Agreement are frustrated on account of such partial invalidity.

14. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may be settled by submission, with the written consent of both Parties, to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, *et seq.*, and judgment upon any award rendered by the arbitrator(s) shall be entered in the Superior Court of Gila County, Arizona. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs or expert witness fees incurred in any such dispute, controversy, claim, or cause of action.

15. No term or provision of this Agreement is intended to be for the benefit of any third parties.

16. No rights or duties under this Agreement may be assigned by Magistrate except as provided in Chapter 34 of the Code of the Town of Payson.

17. The approval of this Agreement by the Mayor and Town Council shall constitute the appointment of the Magistrate.

WHEREFORE, the Parties have executed this Agreement the day and year first above written.

TOWN OF PAYSON,
an Arizona municipal corporation

The Honorable Dorothy Little
Magistrate/Justice of the Peace

By _____
Kenny J. Evans, Mayor

APPROVED AS TO FORM:



Timothy M. Wright, Town Attorney