City of Benson
City Council Communication

Regular Meeting **December 8, 2014**

To: Mayor and Council Agenda Item # 3

From: William D. Stephens, City Manager

Subject:

Contract for Magistrate Services between Bruce Staggs and the City of Benson

Discussion:

As noted in the previous item, the City's currently appointed magistrate, Joe Knoblock, decided not to run in the recent election. Mr. Bruce Staggs was elected on November 5 and will be assuming his position as the judge in JP3 on January 1. The proposed contract is for magistrate services and is similar to the contract that was approved by Council in 2007 and reflects the amendment Council approved in 2012 to include any Cost of Living Adjustments granted to City employees.

Staff Recommendation:

Approval of the Contract for Magistrate services between Bruce Staggs and the City of Benson

AGREEMENT FOR MAGISTRATE SERVICES

This Agreement is entered into by and between **THE CITY OF BENSON**, an Arizona body politic (**"CITY")** and **BRUCE STAGGS** (**"STAGGS"**).

WHEREAS, the **CITY** has entered into an agreement with **COCHISE COUNTY** to consolidate the City Magistrate Court and the Justice of the Peace Court for Precinct No. III, located at 126 W. 5th Street, Suite 1, Benson, Arizona; and,

WHEREAS, the terms of the Court Consolidation Agreement executed between the City of Benson and Cochise County, effective June 11, 2012, require the **CITY** to appoint the individual named as Justice of the Peace for Precinct No. III as the City Magistrate; and,

WHEREAS, **CITY** requires certain Magistrate and other judiciary services on a continuing basis; and,

WHEREAS, **STAGGS** is aware that the Code of Judicial Conduct, Rule 81, Rules of the Arizona Supreme Court, governs the conduct of magistrates as well as Administrative Order No. 83-11 of the Arizona Supreme Court; and

WHEREAS, **STAGGS** is qualified, agreeable and willing to provide said services in accordance with the law and needs of the City.

THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **STAGGS** shall be appointed to the position of City Magistrate as of the date of this Agreement, and shall be available to the **CITY** to handle those judiciary matters requiring the services of the City Magistrate in accordance with the terms of the above discussed Court Consolidation Agreement executed between the City of Benson and Cochise County;

2. **STAGGS** shall perform all Magistrate duties for the **CITY** in accordance with this Agreement, the Benson City Code, A.R.S. §22-401, *et. seq.*, and as otherwise empowered by law.

3. Notwithstanding **STAGGS**' status as a **CITY** employee for purpose of determining certain benefits herein, the authority, if any, of the **CITY** over **STAGGS** in his judicial capacity shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, **STAGGS** will comply with all applicable laws, policies and administrative directives.

4. **STAGGS** shall be compensated for said services provided in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) annually, and he shall collect said amount in twelve equal monthly payments, subject to the required employment taxes, each payment to be processed and paid on the City's first payroll period of the month;

5. **STAGGS'** annual salary shall automatically be amended to reflect any cost of living salary adjustments granted to other employees of the City;

6. **STAGGS** shall disclose to the City Manager and City Attorney any judicial complaints received by or that become otherwise known to **STAGGS**, and shall continue to advise the City Manager and City Attorney of the investigation, handling, progress, and status of any such complaints.

7. If **STAGGS**, for whatever reason, becomes no longer employed as the Justice of the Peace for Precinct No. III, located at 126 W. 5th Street, Suite 1, Benson, Arizona, then the need for **STAGGS'** services as the City Magistrate, and this Agreement, shall simultaneously and immediately terminate. In this event, **STAGGS** is entitled to payment for services rendered through the end of the month said employment as Justice of the Peace is terminated;

8. In addition, either party may, for any or no reason, terminate this Agreement, in accordance with the terms of the Court Consolidation Agreement executed between the City of Benson and Cochise County, by giving one hundred eighty (180) days written notice to the other delivered in person or by mail addressed to their usual business address. This Agreement also terminates immediately upon **STAGGS'** death while acting as a Magistrate for the **CITY** under this Agreement.

9. Irrespective of any other term herein, this Agreement is subject to A.R.S. §38-511, which provides or cancellation of contracts in certain instances involving conflict of interest.

10. This Agreement has been negotiated by the **CITY** and **STAGGS**, and no party shall be deemed to have drafted this Agreement for purposes of construing a portion of this Agreement for or against any party.

11. This Agreement is entered into in Arizona, and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Cochise County, Arizona.

DATED this _____ day of _____, 2014.

CITY OF BENSON

_____

TONEY D. KING, SR., Mayor

ATTEST:

_____
Vicki L. Vivian, CMC, City Clerk
City of Benson

APPROVED AS TO FORM:

_____
MESCH, CLARK & ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

APPROVED and ACCEPTED:
JUSTICE OF THE PEACE
JUSTICE COURT, PRECINCT III
CITY MAGISTRATE

By:_____
BRUCE STAGGS
Justice of the Peace/City Magistrate