

**AGREEMENT  
PRESCOTT CITY JUDGE**

CITY CONTRACT NO. 2019-168

WHEREAS Article XI, Section 4 of the Prescott City Charter requires the City Council to appoint a City Judge in December of each even-numbered year; and

WHEREAS Glenn Savona is a duly admitted member of the State Bar of Arizona, and has been appointed as the Justice of the Peace for the Prescott Precinct; and

WHEREAS the Prescott City Council wishes to appoint Glenn Savona as a temporary, part-time employee under the terms and conditions as set forth in the Agreement as its City Judge; and

WHEREAS Glenn Savona is willing to accept appointment as the Prescott City Judge under the terms and conditions as contained herein.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. APPOINTMENT OF CITY JUDGE

Pursuant to Prescott City Charter, Article XI, Section 4, Glenn Savona (herein referred to as the "City Judge") is appointed as the Prescott City Judge and he accepts the appointment as set forth in this agreement as such, subject to the terms and conditions contained herein. The City Judge agrees to render to the best of his ability the services and duties of the City Judge during the term of this Agreement.

2. NATURE OF APPOINTMENT

- A. It is expressly agreed and understood by and between the parties that the City Judge is a part-time, temporary employee of the City, and is entitled to payment or compensation as set forth hereunder and to only those fringe benefits from the City to which similarly situated City employees are entitled (including, but not limited to ASRS contributions). As a part-time, temporary City employee, the City Judge acknowledges that he will be provided health insurance coverage through Yavapai County as Justice of the Peace and waives any rights to City health insurance benefits that might be otherwise required to be provided by the City.
- B. The City Judge shall be available to perform any and all services on behalf of

the City of Prescott on an as-needed basis, but no more than 21 hours per week, subject to a pro tem judge covering for him in cases of illness, vacation, legal conferences or conflict cases.

- C. The City Judge shall preside as Presiding Judge over the Prescott Municipal Court. As City Judge, he further agrees that he will conduct himself in a manner consistent with such status.
- D. The City Judge shall at all times ensure that his conduct as Judge of the City Court of the City of Prescott does not violate Administrative Order Revised No. 96-32 of the Supreme Court of Arizona, the Code of Judicial Conduct, Rule 45 of the Rules of the Arizona Supreme Court, and any other Rule or law governing the conduct of judges during the terms of this contract.
- E. The City Judge shall not during his term commit any act which would be grounds for dismissal pursuant to terms and conditions set forth in this Agreement, the Prescott City Code, the Prescott City Charter and any and all applicable rules for the conduct of City Judges in the State of Arizona.
- F. The City Judge 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.
- G. The City Judge shall preside over all cases arising within the municipal court jurisdiction of the City of Prescott, including those cases arising under the ordinances of the City of Prescott and civil traffic violations of laws of the State committed within the limits of the City.
- H. The City Judge shall pay to the Treasurer of the City of Prescott all fines, penalties and fees collected by the City Court.
- I. The City Judge shall supervise the City Court Clerk and other staff provided by the City to assist in the operation of the City Court and shall oversee the operations of the City Court.
- J. The City Judge shall perform all other duties required by the Arizona Supreme Court and applicable Arizona law.
- K. The City Judge shall establish a program for collecting delinquent accounts.

### 3. COMPENSATION AND BENEFITS

- A. In consideration of the services rendered as City Judge, the City shall pay Glenn Savona                                  per annum during the period of January 1,

2019 through December 31, 2021 payable pursuant to the City's normal pay schedule for employees.

- B. There will be no additional compensation, beyond the terms of this Agreement, for time the City Judge may spend on training or other duties related to administering the City Court.
- C. The City will defend and indemnify the City Judge as an Officer of the City consistent with the terms and conditions found in Prescott City Code §1-10-7.

4. TERM/TERMINATION

- A. The term of this Agreement shall be from January 1, 2019 through December 31, 2021.
- B. During the term of this Agreement, the City Judge may be removed from office for violation of this Agreement by the City Council of the City of Prescott. Notice of removal of office shall be delivered in writing to the City Judge and the City Judge shall have the right to request due process. Any such request for hearing and any hearing shall be in accordance with Prescott policies, City Code and City Charter.

5. GENERAL CONDITIONS

- A. This Agreement is personal to Glenn Savona and is non-assignable.
- B. The provisions of A.R.S. §38-511 are incorporated by reference and made part hereof.
- C. This Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- D. This Agreement shall be construed under the laws of the State of Arizona.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
GLENN SAVONA

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_\_ day of January, 2019

\_\_\_\_\_  
GREG L. MENGARELLI, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maureen Scott, City Clerk

\_\_\_\_\_  
Jon M. Paladini, City Attorney