



**Sierra Vista City Council**  
Meeting Agenda  
July 8, 2021

**Call to Order**

5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, Arizona

**Roll Call**

**Invocation** – Pastor Greg Rowles, God is Good Church

**Pledge of Allegiance**

**Item 1** Acceptance of the Agenda

**City Manager’s Report:** Upcoming Meetings, Bid Openings and Bid Awards

**New Business**

**Item 2** Approval of the Regular City Council Meeting Minutes of June 24, 2021

**Item 3** Resolution 2021-049, Amendment to Intergovernmental Agreement with Cochise County for Court Co-location and Operations through June 30, 2022

**Item 4** Resolution 2021-050, Judicial Services Contract with Kenneth J. Curfman, Justice of the Peace, Precinct V

Call to the Public

Comments and Requests of Council

Adjournment

Sierra Vista City Council  
Meeting Minutes  
[June 24, 2021](#)

Mayor Mueller called the June 24, 2021, City Council Regular Meeting to order at 5:00 p.m., City Hall Council Chambers, 1011 N. Coronado Drive, Sierra Vista, Arizona.

Roll Call:

Mayor Rick Mueller – present  
Mayor Pro Tem Rachel Gray – present  
Council Member William Benning – present  
Council Member Gregory Johnson - present  
Council Member Angelica Landry – present  
Council Member Mark Rodriguez- present (virtual)  
Council Member Carolyn Umphrey - present

Others Present:

Victoria Yarbrough, Assistant City Manager  
Adam Thrasher, Police Chief  
Brian Jones, Fire Chief  
Matt McLachlan, Community Development Director  
Laura Killberg, Parks, Recreation and Special Events Manager  
David Felix, Chief Finance Officer  
Jennifer Osburn, Budget Officer  
Tony Boone, Economic Development Manager  
Judy Hector, Marketing and Communications Manager  
Nathan J. Williams, City Attorney

Invocation – Reverend Greg Adolf, St. Andrews Catholic Church, conducted the invocation.

Pledge of Allegiance – Council Member Benning led the Pledge of Allegiance.

[Item 1](#) Acceptance of the Agenda

Council Member Johnson moved that the agenda for the Regular City Council Meeting of June 24, 2021, be approved. Council Member Benning seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Rodriguez, and Umphrey voting in favor.

City Manager's Report: Ms. Yarbrough, Assistant City Manager, stated that since the end of the fiscal year is upon the city, there are currently no procurements published, posted nor in review. She reported that the rebid for the North Garden Avenue/Fry Boulevard Improvements Phase I was very successful and was awarded to KE&G Construction. The contract is pending while the final cost is worked out and construction will start as soon as possible, which is expected to last six months. She added that staff will work on notifying the affected businesses. She further added that the next regular City Council Work Session is scheduled at 3:00 p.m. on July 6, 2021, in Council Chambers and the next regularly scheduled Council Meeting is on July 8, 2021, at 5:00 p.m. also in Council Chambers. Also, the offices will be closed in observance of Independence Day on July 5, 2021; therefore, trash pickup on Monday will be Tuesday, Tuesday trash pickup will be on Wednesday and there will be no special pickups during this week. Trash pickups at the end of the week will not be affected. Lastly, she wished everyone a

happy and safe Independence Day and asked the community to please refrain from using fireworks.

Mayor Mueller noted that Chuck Potucek, City Manager, is on well-deserved leave, but Ms. Yarbrough is present.

#### Item 2 Consent Agenda

[Item 2.1](#) Approval of the Special City Council Meeting Minutes of June 7, 2021

[Item 2.2](#) Approval of the Special City Council Meeting Minutes of June 8, 2021

[Item 2.3](#) Approval of the Regular City Council Meeting Minutes of June 10, 2021

[Item 2.4](#) Resolution 2021-045, Approval of a Pre-Annexation Agreement with Veritas Christian Community School, 3992 S. Highway 92, Sierra Vista, AZ

Mayor Pro Tem Gray moved that the Consent Agenda consisting of the Special City Council Meeting Minutes of June 7, 2021, and June 8, 2021, Regular City Council Meeting Minutes of June 10, 2021, and Resolution 2021-045, a Pre-Annexation Agreement with Veritas Christian Community School, be approved. Council Member Umphrey seconded the motion. The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Rodriguez, and Umphrey voting in favor.

Mayor Mueller thanked Council Member Rodriguez for phoning into the Council Meeting. He had a family commitment that he was not able to change and so he is executing his duties through the internet, which is greatly appreciated.

#### Public Hearing

[Item 3](#) Resolution 2021-046, Amendment to City Code, Chapter 33, City Departments, and declaring a 30-day public comment period

Council Member Rodriguez moved that Resolution 2021-046, amendment to City Code, Chapter 33, City Departments, and declaring a 30-day public comment period, be approved. Council Member Umphrey seconded the motion.

Ms. Yarbrough stated that Chapter 33 of the City Code defined numerous specifics/details about various city departments and over the years there has been several administrative changes that make the chapter now obsolete. The most obvious one is that 10 years ago the departments of Parks and Leisure and Library Services were combined and those were still listed individually in the chapter. These updates will generalize the scope of service performed by each department and that should reduce the need for future changes.

This is a public hearing, which will be followed by a 30-day public comment period after which it will come back before Council for consideration in the form of an ordinance.

The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Rodriguez, and Umphrey voting in favor.

#### New Business

[Item 4](#) Resolution 2021-047, Declaration of Intent for the Increase of Sewer Connection Fees

Council Member Umphrey moved that Resolution 2021-047, declaration of intent for the increase of sewer connection fees, be approved. Mayor Pro Tem Gray seconded the motion.

Mr. Felix stated that the sewer fund is setup as an enterprise fund. All business type activities, rates, charges, and fees within that fund support the fund. City tax dollars do not support the fund. One of the items that the city does charge for is the connection fee, which is to buy capacity into the system, the current built plant. It is like an impact fee, but it is not, and it does not fall into the impact fee regulations, and it is regulated under Section 9.500 of the Arizona State Statutes. Staff is proposing increasing the connection fee only.

A study was done in 2009 to update the fees and since then, the city has not adjusted them for any construction costs. Recently, the construction costs have taken off quite a bit in the last year, year and a half. There is programmed in there, expansion to the current capacity at the plant. As Tribute develops, the city at some point is going to have to expand the capacity at the plant. Originally, it was being looked at a package plant, but it has been changed to expanding the current plant that is better for the city long-term. The study included \$10 million of plant expansion, but that is in 2009 dollars. Staff is proposing adjusting the rates up 20 percent a year based off the Phoenix Construction Cost Index to bring it in line to where it should be.

This is just the connection fee and no other rates or charges that the system does. The Arizona Revised Statutes are also very specific on the steps that the city must take to increase any rate, fee, or charge on the system. This is the first step and declares a public notice for 60 days, records and details are included in the City Clerk's Office if anyone wants to view them. There is the cash flow statement showing the rate increase over the next three years and if anyone wishes to comment, they may do so during the August 26, 2021 Council Meeting when Council will vote on the proposed rate increase. Council may vote up to, but not over the proposed rate increase and any member of the public that wishes to speak between now and then or at that meeting can send in a comment to the City Clerk or they can show up at the meeting.

The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Rodriguez, and Umphrey voting in favor.

#### [Item 5](#) Resolution 2021-048 Approval of the Tentative Budget for Fiscal Year 2021-2022

Council Member Benning moved that Resolution 2021-048, Tentative Budget for Fiscal Year 2021-2022, be approved. Council Member Umphrey seconded the motion.

Ms. Yarbrough stated that this item will adopt the Tentative Budget for Fiscal Year 21-22 in the amount of \$115,711,558. This sets the cap on the budget and by State Statute the final budget can be less than or equal to the Tentative Budget, but it cannot exceed it.

Changes were described at the work session and as a final note, Ms. Yarbrough stated that a special note was put into the resolution about a potential land purchase with the School District since the title company has been requiring a specific approval by the governing body when such land is purchased.

Mayor Mueller noted that there was a lot of discussion about this item during the work session. He added that this item only sets the cap and there can still be some adjustments downward, but not upward.

The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Rodriguez, and Umphrey voting in favor.

[Item 6](#) Ordinance 2021-005, Adoption of Development Code Text Amendment to Section 151.22.026, Recreational Vehicle Park (RVP) Overlay District

Council Member Johnson moved that Ordinance 2021-005, Development Code Text Amendment to Section 151.22.026, Recreational Vehicle Park Overlay District, be approved. Council Member Umphrey seconded the motion.

Mr. McLachlan stated that staff is recommending adoption of the amendments contained in Resolution 2021-031, which have gone through two public hearings and a 30-day public review period. Four individuals provided comments in support, which are included in staff's memo to Council. At the work session, staff conveyed a couple of concerns regarding the regulating of length of stay and the historical infrastructure challenges associated with Garden Canyon Mobile Home Park. Also clarified was the distinction between a manufactured home park and a manufactured home subdivision for the record.

The amendments establishing a new zoning overlay provide a regulatory pathway for manufactured home park owners to increase the number of spaces set aside for recreation vehicles beyond the current 30 percent cap and to provide flexibility to respond to changes in the market. The overlay is accompanied by a set of development standards that were crafted with input and guidance from the Planning and Zoning Commission, who unanimously voted to recommend approval. The West End Commission also indicated support of the amendments.

A recommendation of approval is based on the findings enumerated in staff's memo:

- The city and its partners are promoting the area for recreational tourists, tournament goers and snowbirds.
- There is no bona fide recreation vehicle park in the city limits.
- They wide scale demolition and removal of old and deteriorated manufactured homes has created an oversupply of nonrevenue producing spaces.
- Manufactured home parks that are 10 acres or greater in size with the appropriate buffering in which they are owned and operated by a single entity can be adapted into appropriate locations for recreational vehicle parks on a primary or secondary basis with additional requirements being met.
- Establishing a zoning option that offers market flexibility for short-term rental opportunities to help improve the economic viability of large, manufactured home parks, facilitate the reuse and redevelopment, and increase tourism, which is in the public interest.

If approved, the overlay would be assigned through the rezoning process, which involves an application, staff review, a neighborhood meeting, and public hearing before the Planning and Zoning Commission and a decision by Council. The property would be posted, and notices would be mailed out to property owners within 500 feet.

This is not an automatic entitlement and any owner wishing to take advantage of the overlay would have to go through the regular rezoning process.

Council Member Umphrey thanked Mr. McLachlan and everyone that helped to put this together.

Mayor Mueller stated that this is one more step in cleaning up the city, improving the West End, and making it a more economical and viable location, while enhancing living conditions. He thanked Mr. McLachlan and his department for their hard work.

Council Member Rodriguez gave kudos to Mr. McLachlan and noted that he drives down BST every day and it is looking so much nicer. He voiced his appreciation for the city's hard work because it stands out, and a lot of people take this route coming through the city and it is important to have a nice view.

The motion unanimously carried, 7/0. Mayor Mueller, Mayor Pro Tem Gray and Council Members Benning, Landry, Johnson, Rodriguez, and Umphrey voting in favor.

#### Call to the Public

Ms. Miranda Young voiced her concerns about Vista Transit's Orange B-line, which the city wants to delete. She stated that she is aware that this is a money situation, but the city should not consider money in this situation and consider the passengers that have greatly benefited from the second line with the orange busses. Nobody who has been riding them wants to see them gone.

#### Comments and Requests of the Council

Council Member Benning thanked Ms. Young, Father Greg, and stated that he looks forward to the construction to start and finish with KE&G. He cautioned people about fireworks while celebrating Independence Day because it is fire season. He shared that he was stuck in the middle of the Walnut Fire on I-10, which was scary. He encouraged everyone to come to Veterans Memorial Park or the field to watch the fireworks on July 4, 2021 and where there will be great events, chili cookoff, ceremony, a fun time. Lastly, he wished a happy birthday to all his fellow Cancers.

Council Member Johnson had nothing to report.

Council Member Landry thanked Ms. Young for her comments and announced that next weekend is going to be great because there are a lot of things going on, everybody is excited to get back out and celebrate together. She announced that on July 3, 2021, there will be a 5k red, white, and blue glow run around the Cove and ballfield during the evening. The runners/participants will be splattered with fluorescent paint, and the paths will be lit up with red, white, and blue. Afterwards, people can stay at the park for the festivities going on and the fireworks, or at the Cove, which will remain open until 10:30 p.m. She announced the Pets and People Promenade will be held at the park on July 4, 2021, at 7:00 a.m. Lastly, she announced that the Animal Shelter is near capacity and encouraged people to find their new best friend and if unable to adopt, people can foster or help in walking the dogs. The goal is to get every dog out every day. In closing she wished everyone a safe and happy holiday weekend.

Council Member Rodriguez welcomed Dr. Landry back and thanked the IT Department and Ms. Westbrook for making it possible for him to attend the meeting online. He added that it was good to see all the traffic that got diverted to the city when they closed I-10 and noted that there are a lot of 18 wheelers in the town and hopefully they got a nice view of Sierra Vista.

Council Member Umphrey welcomed Dr. Landry back and wished everyone a safe and Happy Fourth of July.

Mayor Pro Tem Gray welcomed Dr. Landry back and reported that the House and State passed the budget and maybe not everything that was wanted is included, but there is a budget. She wished her husband, Thomas a happy birthday.

Mayor Mueller announced that there are a lot of activities going on at the park on July 4, 2021 and encouraged people to be safe. He added that fireworks are only allowed within the city limits to be used on private property with the property owner's permission. They are not allowed on the streets nor the parks except for the authorized fireworks display on July 4, 2021. He encouraged people to be safe while traveling.

Adjournment

Mayor Mueller adjourned the June 24, 2021, meeting of the Sierra Vista City Council at 5:25 p.m.

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MAYOR FREDERICK W. MUELLER

MINUTES PREPARED BY:

ATTEST:

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Maria G. Marsh, Deputy Clerk

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Jill Adams, City Clerk

July 1, 2021

Memorandum To: Mayor and City Council Members  
Through: Charles P. Potucek, City Manager  
From: Victoria Yarbrough, Assistant City Manager  
Subject: REQUEST FOR AGENDA ITEM PLACEMENT  
RESOLUTION 2021-049  
First Amended Court Co-Location and Operations  
Agreement with Cochise County

RECOMMENDATION:

The City Manager recommends approval.  
The Assistant City Manager recommends approval.

BACKGROUND:

Since 1990, the City has had a successful partnership with Cochise County to provide the operation of a consolidated court. Through IGAs, both elected bodies have given the County jurisdiction to hear all cases of the City Municipal Court arising within the Justice Court Precinct V service area, which includes Sierra Vista. The agreements specified that the County would serve as the City's municipal court in exchange for the County being the designated recipient of all fines and charges associated with citations issued within the community plus an additional \$99,500.

In 2010, the City and County agreed to incorporate a municipal photo citation program as part of the City's traffic enforcement process into the financial arrangement for the court. This agreement continued through June 30, 2016 and adjusted the language to provide an offset to the City's financial contribution for photo citation contracting expenses, which then ended due to a voter referendum in 2014.

In 2015, county administration revised the methodology for determining a community's contribution toward the operation of a shared court. This methodology was applied until 2019, at which time the county determined that this methodology was applied inconsistently throughout consolidated court agreements in other communities, and work began on an updated funding formula.

An amendment to the agreement in 2019 extended the consolidated court agreement for one year, until June 30, 2020, to give the county and other communities time to work together to develop a fair methodology to apply consistently to all communities with consolidated court agreements. The research, data collection, and discussions were still in process at the end of June 2020, and the most recent proposed agreement in July 2020 extended the agreement for another year until June 30, 2021, with some additional stipulations added by Council concerning reporting requirements and subsequent payments. The Board of Supervisors disagreed with the stipulations, and proposed a temporary agreement without the stipulations, for six months ending December 31,



2020. That agreement replaced the July 2020 agreement, and was approved by City Council at its September 10, 2020 meeting and by the Board of Supervisors at its September 29, 2020 meeting.

After approval by both City Council and the Board of Supervisors, Justice of the Peace and City Magistrate Pat Call declined to sign the September 2020 agreement. Judge Conlogue referred the issue to the Arizona State Supreme Court, and Chief Justice Brutinel ruled on October 14 that Sierra Vista was without a municipal judge. Administrative control and oversight of the Sierra Vista City Court was given to Judge Conlogue, who appointed Justice of the Peace Pro Tempore Gary Ramaeker as the interim Sierra Vista City Magistrate until such time as the City Council appoints another person as magistrate.

Judge Conlogue thereafter proposed a new type of agreement, which was approved by City Council in November 2020, and by the Board of Supervisors in December 2020. The agreement was not a consolidated court agreement, but instead a court co-location and operations agreement. This agreement made many of the same provisions as the consolidated court agreement, and business continues as normal with the Sierra Vista Police Department continuing to cite the majority of cases into Justice Court, Precinct V. The agreement allowed the co-location of the Sierra Vista Municipal Court with the Justice Court, where the Municipal Court would be allowed to operate in the same location as the Justice Court on a certain day each month for a certain number of hours to hear any cases arising from the violation of City code or ordinances, of which there are approximately 8-10 cases in any given year. Most of those cases are code enforcement violations or animal control cases. The Justice Court would provide all staff, supplies, and equipment to operate the Municipal Court.

The agreement also appointed the Justice of the Peace Pro Tempore, Precinct V, as the Sierra Vista City Magistrate, at the expense of the County, for up to 50 hours per year. A further provision in the agreement required the Justice of the Peace Pro Tempore to be an attorney licensed to practice law in the state of Arizona.

Subsequently, work on the funding formula for the City's fair share of court operations, and the rest of the cities in the county operating under the same type of agreement, was also completed and is attached as Exhibit A. The formula calculates the percentage of cases filed by the municipality of the total cases filed in the Justice Court, and applies that percentage to the operating costs, and revenue. The percentage of revenue attributable to City cases is then subtracted from the operating expense portion.

The agreement went into effect on January 1, 2021. Soon thereafter, Judge Ramaeker resigned as the Sierra Vista City Magistrate due to requirements for travel and training not previously known would be placed upon a magistrate who was not also the Justice of the Peace. Judge Tim Dickerson, presiding judge of the Cochise County Superior Court, temporarily appointed Judge Ann Lund as the Sierra Vista City Magistrate as discussions began on a resolution. Ultimately, the parties determined the best course of action was to appoint the Justice of the Peace, Precinct V, as the Sierra Vista City Magistrate.

The amendments to the co-location agreement include some clarifying statutory references and procedural definitions; a change to part D of Section III to appoint the Justice of the Peace, Precinct V, as the city magistrate and addition of part E related to City magistrate compensation; and removed parts B and C of Section V related to

allotting time for exclusive use of the municipal court and the special provision of staff and resources to handle City cases.

FINANCIAL IMPACT:

The new funding formula amount of \$276,807 applies for the FY2021-2022 year and is included in the tentative budget.

RESOLUTION 2021 - 049

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR COURT CO-LOCATION AND OPERATIONS THROUGH JUNE 30, 2022; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista and Cochise County entered into an Intergovernmental Agreement for court/jail services originally in 1990, extended most recently in 2019; and

WHEREAS, that IGA expired on June 30, 2019, and the County desired time to develop a new methodology for determining a community's contribution toward the consolidated court that could be applicable to all such arrangements in Cochise County; and

WHEREAS, the City Council approved a one-year extension in June 2019; but additional time was needed to determine an appropriate methodology to apply to all court agreements within the county; and

WHEREAS, the City Council and the Board of Supervisors approved a temporary extension of the court agreement in September 2020 that was not fully executed; and

WHEREAS, the County thereby proposed a new co-location and operations agreement to co-locate the City's municipal court with the Sierra Vista Justice Court, Precinct V, and provide for the operations thereof; and

WHEREAS, the Sierra Vista City Council and the Cochise County Board of Supervisors approved the co-location and operations agreement in 2020, but complications arose with the city magistrate appointed at that time; and

WHEREAS, the Sierra Vista City Council determined the best course of action was to appoint the Justice of the Peace, Precinct V, as the city magistrate; and

WHEREAS, efficiency and effective administration of justice is of primary importance for area residents, and this agreement demonstrates a continued commitment to working in partnership to provide efficient and effective service to our residents; and

WHEREAS, this amendment is intended to supersede and replace all previous court agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the City Council policy of authorizing intergovernmental agreements for the common benefits of its citizens be, and hereby is, affirmed.

SECTION 2

The City of Sierra Vista hereby adopts the First Amended Intergovernmental Agreement regarding court co-location and operations with Cochise County until June 30, 2022, under the terms and conditions specified in said IGA attached and made reference hereto.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 8<sup>th</sup> DAY OF JULY, 2021.

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FREDERICK W. MUELLER  
Mayor

ATTEST:

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JILL ADAMS  
City Clerk

APPROVED AS TO FORM:

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NATHAN WILLIAMS  
City Attorney

**FIRST AMENDED COURT CO-LOCATION AND OPERATIONS AGREEMENT  
BY AND BETWEEN  
THE CITY OF SIERRA VISTA, ARIZONA  
AND COCHISE COUNTY, ARIZONA**

**THIS IS AN AGREEMENT**, made and entered into by and between the County of Cochise, a body politic, [hereinafter "**COUNTY**"] the City of Sierra Vista, a municipal corporation [hereinafter "**CITY**"] and the Cochise County Superior Court [hereinafter "**COURT**"] and Sierra Vista Justice Court #5, and is approved by the County Board of Supervisors, the Sierra Vista City Council, the Presiding Judge of the Superior Court for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct #5 [hereinafter "Justice of the Peace"] as authorized by the powers and authority granted by the laws of the State of Arizona.

**RECITALS**

**WHEREAS**, the **COUNTY**, the **CITY**, and the **COURT**, are authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. §11-951 et seq.

**WHEREAS**, for efficient and effective administration of justice, the **COUNTY** and **CITY** agree to co-locate the Sierra Vista municipal court ("Municipal Court") and the Sierra Vista Justice Court, Precinct V ("Justice Court"), and provide for the operations thereof, as set forth in this Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. LOCATION AND DESIGNATION**

The Municipal Court and Justice Court shall be co-located at 100 Colonia de Salud, Sierra Vista, AZ, or other suitable location within the **CITY**.

**II. DUTIES OF THE COUNTY**

A. The **COUNTY** will operate the Justice Court as required by law. It will also be responsible for the performance of the following related functions:

1. The prosecution and defense of all cases within its jurisdiction, except cases arising from the violation of the **CITY's** Code of Ordinances, during the existence of this Agreement.
2. Transportation and incarceration of defendants appearing before the Justice Court, as provided in A.R.S. § 31-121, except that the **CITY's** police department shall be responsible for initial transportation to a **COUNTY** jail facility upon arrest by the police department.
3. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints.
4. Service of process as required by law for parties appearing before the Justice Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.
5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Justice Court.
6. Provide staffing for cases heard by the municipal judge.
7. If available, provide an accounting to the **CITY** of revenue generated by the **CITY's** civil, criminal, and municipal cases to be used to determine the **CITY's** payment obligation to the **COUNTY** as provided in the funding formula contained in **Exhibit A**, attached. Adjustments to the provisions in the funding formula, based upon the most current accounting information as described above, may be made administratively by the City Manager or County Administrator upon mutual agreement.

B. The **COUNTY** shall budget for Justice Court staff as it deems appropriate. The Justice of the Peace in cooperation with the Superior Court Presiding Judge shall have supervisory authority and control over all court staff. The **COURT** shall be responsible for the management of all compensation, payroll and employee benefits of Justice Court judicial officers and court employees.

C. All **CITY** ordinance violations shall be filed in the Justice Court #5's City data base. All other cases filed by the City Police Department will be filed in the Justice Court #5's State data base. Sierra Vista Justice Court #5 shall be responsible for the collection of all **COUNTY** fees, fines, surcharges, restitution, and other financial assessments which are ordered in all cases. Sierra Vista Justice Court #5 shall make disbursements as may be required by law or rules and regulations of the State of Arizona and the Arizona Supreme Court. Base fines and fees collected

on **CITY** ordinance cases will be disbursed to the **CITY** and base fines and fees collected on all other cases including those filed by the City Police Department will be disbursed to the **COUNTY**.

D. The Justice of the Peace shall calendar **CITY** ordinance cases in the best interest of the **COURT** and as required by law and shall adhere to all time standards set forth by the Supreme Court.

### III. DUTIES OF THE CITY

A. The **CITY** shall cause all cases which would otherwise be processed in the **CITY** municipal court, except cases arising from the violation of the **CITY's** Code of Ordinances, to be referred to and filed with the Justice Court, which shall assume original jurisdiction over these matters pursuant to Arizona Revised Statutes, Title 22.

B. The **CITY** shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Justice Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.
2. Issuing, filing, and prosecuting all cases arising from the violation of the **CITY's** Code of Ordinances. Prosecution of such violations will be performed by the City Attorney's Office.

C. The **CITY** understands and agrees that, in consideration of the **COUNTY's** provision of municipal court services, the **COUNTY** shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct, including those cases arising within the corporate limits of the **CITY**.

D. The City Council hereby appoints, as magistrate for the City of Sierra Vista, the Justice of the Peace subject to the requirements contained in Section V(A) herein.

E. The compensation of the City Magistrate shall be the sole responsibility of the City.

F. In consideration for the **COUNTY's** responsibilities and obligations under this Agreement, the **CITY** agrees to pay the **COUNTY** \$161,000 for FY2020-2021. Said payment shall be payable quarterly, in advance, or payment may be made in one lump sum. For FY2021-2022 and for each successive term of this agreement, the **CITY's** payment obligation shall be recalculated on an annual basis utilizing the funding formula in Exhibit A by at least March 1 prior to the beginning of the next succeeding fiscal year.

## **V. DUTIES OF THE COURT**

A. The **COURT** shall appoint a Justice of the Peace Pro Tempore to assist the Justice Court in processing and adjudicating cases. The Justice of Peace Pro Tempore shall be an attorney in good standing and duly licensed to practice law in the State of Arizona.

## **VI. APPOINTMENT OF A NEW JUSTICE OF THE PEACE**

A. In the event the County Board of Supervisors is required to appoint a new Justice of the Peace, the **COUNTY** shall consult with the **CITY** on the process for selection of a new Justice of the Peace. The final selection, however, shall be determined by the County Board of Supervisors.

## **VII. INDEMNIFICATION AND INSURANCE**

A. **COUNTY** agrees to hold harmless **CITY**, its officers, employees and agents from all losses, suits, damages, or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from **COUNTY's** performance pursuant to this agreement. It is understood and agreed that the **COUNTY** may elect to self-insure against any or all of the risks enumerated in this section. The **COUNTY** shall provide the **CITY** with current insurance certificates or the evidence of coverage as appropriate.

B. The **CITY** agrees to hold harmless the **COUNTY**, its officers, employees and agents from all losses, suits, damages, or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the **CITY's** performance pursuant to this agreement. It is understood and agreed that the **CITY** may elect to self-insure against any or all of the risks enumerated in this section. The **CITY** shall provide the **COUNTY** with current insurance certificates or evidence of coverage as appropriate.

## **VII. TERM AND TERMINATION**

A. The term of this Agreement shall begin on January 1, 2021 and shall continue through June 30, 2022. This Agreement shall automatically renew for additional successive one (1) year terms unless a party provides notice at least 120 days prior to the end of a fiscal year of its intent not to renew or to renegotiate the terms of this Agreement.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.



D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the **CITY** pursuant to this agreement shall be and remain the property of the **CITY**. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the **COUNTY** for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the **CITY** upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the **COUNTY**, which is used to provide services pursuant to this Agreement, shall be and remains property of the **COUNTY**.

#### **VIII. WAIVER**

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

#### **IX. ENTIRE AGREEMENT**

This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed, or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

#### **X. RIGHTS OF THE PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

#### **XI. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

**XII. APPROVAL OF THE PARTIES**

Before the Agreement shall become effective and binding upon the parties, it must be approved by the **COUNTY** Board of Supervisors and the **CITY** Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever. Any party may sign this Agreement electronically, with the same force and effect as if signed with pen and ink.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

**APPROVED:**

**APPROVED:**

COUNTY OF COCHISE:

CITY OF SIERRA VISTA:

\_\_\_\_\_  
Ann English, Chair      Date  
Board of Supervisors

\_\_\_\_\_  
Frederick W. Mueller, Mayor Date  
City of Sierra Vista

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Kim Lemons, Clerk      Date  
Board of Supervisors

\_\_\_\_\_  
Jill Adams, City Clerk      Date  
City of Sierra Vista

**APPROVED:**

SUPERIOR COURT IN AND FOR  
THE COUNTY OF COCHISE

\_\_\_\_\_  
Hon. Timothy B. Dickerson                      Date  
Presiding Judge

COCHISE COUNTY ATTORNEY

\_\_\_\_\_  
Brian McIntyre                      Date  
Cochise County Attorney

**APPROVED:**

SIERRA VISTA JUSTICE COURT #5  
SIERRA VISTA CITY MAGISTRATE

\_\_\_\_\_  
Hon. Kenneth Curfman                      Date  
Justice of the Peace/City Magistrate

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: Court Co-location and Operations Agreement between the City of Sierra Vista and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Sierra Vista, Cochise County, Arizona.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Nathan Williams  
City Attorney

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In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Christine J. Roberts, Chief Civil Deputy  
Cochise County Attorney

# Exhibit A

**JP / Magistrate Cost Model  
FY 21-22**

Municipal Caseload Percentage	Municipal Percentage
JP1 - Bisbee PD	14%
JP2 - Douglas PD	51%
JP3 - Benson PD	9%
JP4 - Willcox PD	29%
JP 5 - Sierra Vista PD	46%

Total Justice Court Expenses	Court Operating	Court Security	Utilities	Prosecution	Defense	Total	Court Revenue
JP1 - Bisbee	356,988	69,480	238	44,163	12,284	483,153	181,699
JP2 - Douglas	497,997	138,960	22,629	66,463	17,330	743,379	337,392
JP3 - Benson	472,593	69,480	8,347	16,647	5,923	572,990	551,543
JP4 - Willcox	380,333	69,480	6,754	40,348	12,284	509,199	384,306
JP 5 - Sierra Vista	828,455	138,960	7,783	163,483	46,281	1,184,962	585,234

Municipal Costs Expenses (above) x Caseload %	Court Operating	Court Security	Utilities	Prosecution	Defense	Total	-	Municipal Rev Share	=	Municipal Costs Due
JP1 - Bisbee PD	50,788	9,885	34	6,283	1,748	68,737		25,850		42,887
JP2 - Douglas PD	253,838	70,831	11,534	33,877	8,833	378,914		171,975		206,939
JP3 - Benson PD	44,750	6,579	790	1,576	561	54,257		52,226		2,031
JP4 - Willcox PD	110,005	20,096	1,953	11,670	3,553	147,278		111,154		36,123
JP 5 - Sierra Vista PD	382,376	64,138	3,592	75,456	21,361	546,924		270,117		276,807

**Timeframe**

FY 19-20 Minus Two Years	FY 20-21 Minus One Year	FY 21-22 Year of Agreement
Actual expenses used from this time period	Q1, Q2 - County Finance closes out the prior year  Q3 - Budget enters prior year actuals into cost model and sends IGA costs to Cities in time for upcoming year Budget preparation (March)	County and Cities enter into agreement with a fixed cost based on cost model  Cycle repeated every year

**Caseload Information**

<b>Municipality</b>	<b>Civil Traffic</b>	<b>Criminal Traffic</b>	<b>Local Ordinance</b>	<b>Misd.</b>	<b>Municipal Caseload</b>	<b>Court Total</b>	<b>Municipal Percentage</b>
JP1 - Bisbee PD	91	41	-	282	414	2,910	14%
JP2 - Douglas PD	1,687	114	-	533	2,334	4,579	51%
JP3 - Benson PD	200	44	-	184	428	4,520	9%
JP4 - Willcox PD	914	115	-	462	1,491	5,155	29%
JP 5 - Sierra Vista PD	2,050	665	-	1,925	4,640	10,053	46%

**Notes:**

**Source:** AOC Report of Court Filings by Agency

**Timeframe:** FY20

**Context:** Caseload counts include cases a municipality would be responsible for if it operated as an independent court

- Cases Counted to Municipal Total: Civil Traffic; Criminal Traffic; Local Ordinance; Misdemeanor.
- Cases not Counted: Felony; Unclassified (not displayed on this report)

**JP Court Expense & Revenue Information**

<b>FY20 Actual</b>	<b>Operating Expenses</b>	<b>Fee/Fine Revenue</b>	<b>Surplus (deficit)</b>
JP1 - Bisbee	356,988	181,699	(175,289)
JP2 - Douglas	497,997	337,392	(160,605)
JP3 - Benson	472,593	551,543	78,950
JP4 - Willcox	380,333	384,306	3,973
JP 5 - Sierra Vista	828,455	585,234	(243,221)

**Notes:**

**Source:** County Financial Report

**Timeframe:** FY 20

**Context:** Actual Fee/Fine revenue. Does not include revenue from City IGAs.

**Court Security Costs**

	<b>Weekly Court Security Hours</b>	<b>Annual Hours</b>	<b>Annual Cost</b>	<b>Munic Case %</b>	<b>Munic Share</b>
JP 1 - BSB	40	2080	69,480	14.2%	9,885
JP 2 - DGL	80	4160	138,960	51.0%	70,831
JP 3 - BNSN	40	2080	69,480	9.5%	6,579
JP 4 - WLX	40	2080	69,480	28.9%	20,096
JP 5 - SV	80	4160	138,960	46.2%	64,138

**Court Security Operating Costs**

General Fund FY20 Actuals	660,061
General Fund FTEs	9.50
Total Security Hours (FTEs x 2080)	19760.00
Hourly Court Security Cost	33.40

**Notes:**

**Source:** County Budget Report, staffing projections from Court Administration/Court Security

**Timeframe:** FY 20

**Context:** Actual Court Security Costs. Actual number of Court Security Officers



**Utility Costs**

Court	Utility Totals	Sq Ft % JP Court	JP Court Costs	Munic %	Munic Cost
JP 1 - BSB	1,150	21%	238	14%	34
JP 2 - DGL	54,459	42%	22,629	51%	11,534
JP 3 - BSN	54,784	15%	8,347	9%	790
JP 4 - WLX	31,785	21%	6,754	29%	1,953
JP 5 - SV	43,241	18%	7,783	46%	3,592

**Notes:**

**Source:** County Report - Detailed General Ledger

**Timeframe:** FY 20

**Context:** Actual costs per building x % of Bldg used by JP x Municipal Caseload %

**Staff Time - Prosecution**

Employee Time Estimate	% of Time on Misd	% of Time on Misd by JP				
		JP 1 Bisbee	JP 2 Douglas	JP 3 Benson	JP 4 Willcox	JP 5 Sierra Vista
Attorney II	76%				36%	40%
Attorney II	100%					100%
Attorney II	80%	30%	50%			
Attorney III	20%	4%	7%	1%		8%
Legal Secretary	92%				20%	72%
Legal Secretary	100%	30%	34%	36%		

Total Prosecution Costs	Employee Cost	JP 1	JP 2	JP 3	JP 4	JP 5
		Bisbee	Douglas	Benson	Willcox	Sierra Vista
Attorney II	88,739	-	-	-	31,582	35,496
Attorney II	88,739	-	-	-	-	88,739
Attorney II	88,739	26,767	44,224	-	-	-
Attorney III	100,922	4,339	7,168	943	-	7,734
Legal Secretary	43,831	-	-	-	8,766	31,515
Legal Secretary	43,831	13,057	15,071	15,703	-	-
		44,163	66,463	16,647	40,348	163,483

Total Prosecution Costs	JP 1	JP 2	JP 3	JP 4	JP 5
	Bisbee	Douglas	Benson	Willcox	Sierra Vista
Munic Caseload %	14%	51%	9%	29%	46%
Munic Share	6,283	33,877	1,576	11,670	75,456

**Notes:**

**Source:** Time Estimate completed by County Attorney's Office

**Timeframe:** FY 20

**Context:** projected staff time % dedicated to Misdemeanor prosecution by JP Court x staff costs x Municipal Caseload % by court

**Staff Costs:**

Attorney 84,102 + 20% (EREs) = 100,922

Legal Secretary 36,526 + 20% (EREs) = 43,831

**Staff Time - Defense**

Employee Time Estimate	% of Time on Misd	% of Time on Misd by JP				
		JP 1 Bisbee	JP 2 Douglas	JP 3 Benson	JP 4 Willcox	JP 5 Sierra Vista
Attorney III	75%	10%	15%	5%	10%	35%
Legal Secretary	42%	5%	5%	2%	5%	25%

Total Defense Costs	Employee Cost	% of Time on Misd by JP				
		JP 1 Bisbee	JP 2 Douglas	JP 3 Benson	JP 4 Willcox	JP 5 Sierra Vista
Attorney III	100,922	10,092	15,138	5,046	10,092	35,323
Legal Secretary	43,831	2,192	2,192	877	2,192	10,958
		12,284	17,330	5,923	12,284	46,281

Total Prosecution Costs	% of Time on Misd by JP				
	JP 1 Bisbee	JP 2 Douglas	JP 3 Benson	JP 4 Willcox	JP 5 Sierra Vista
Munic Caseload %	14%	51%	9%	29%	46%
Munic Share	1,748	8,833	561	3,553	21,361

**Notes:**

**Source:** Time Estimate completed by Indigent Defense Offices (Public Defender, Legal Defender, Legal Advocate)

**Timeframe:** FY 20

**Context:** projected staff time % dedicated to Misdemeanor defense by JP Court x staff costs x Municipal Caseload % by court

**Staff Costs:**

Attorney 84,102 + 20% (EREs) = 100,922

Legal Secretary 36,526 + 20% (EREs) = 43,831

July 1, 2021

MEMORANDUM TO: Honorable Mayor and City Council  
THRU: Charles P. Potucek, City Manager  
FROM: Victoria Yarbrough, Assistant City Manager  
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT  
Resolution 2021-050, City Magistrate Contract

RECOMMENDATIONS:

The City Manager recommends approval.

BACKGROUND:

In November 2020, the Mayor and Council entered into an intergovernmental agreement (IGA) with Cochise County for court co-location and operations. Through an amendment in July 2021, the Mayor and Council appointed the Justice of the Peace, Precinct V as Sierra Vista City Magistrate. The attached contract specifies the terms of the arrangement.

Chapter 43.02 of the City Code states the Magistrate of the City be appointed by the Mayor and City Council to hold office for a term of two years, to run concurrently with the term of office of the Mayor and City Council, or until his or her successor is appointed and qualified.

BUDGET APPROPRIATIONS:

Judge Curfman will be paid \$52,500 a year for his services as city magistrate.

RESOLUTION 2021-050

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPOINTING THE COCHISE COUNTY JUSTICE OF THE PEACE, PRECINCT V AS THE CITY MAGISTRATE, SAID TERM TO EXPIRE DECEMBER 31, 2022 OR UNTIL SUCH TIME AS A NEWLY-SEATED COUNCIL REAFFIRMS THE APPOINTMENT OR A SUCCESSOR IS APPOINTED; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, Chapter 43.02 of the Code of the City of Sierra Vista requires the biannual appointment of the City Magistrate; and

WHEREAS, the Court Co-location and Operations agreement between Cochise County and the City of Sierra Vista, last amended by Council Resolution 2021-049, appointed the Justice of the Peace, Precinct V as City Magistrate; and

WHEREAS, the Sierra Vista City Council desires a contract establishing the terms of the agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the City Council reaffirms settled policy of appointing the Cochise County Justice of the Peace, Precinct V as the Sierra Vista City Magistrate.

SECTION 2

That the Cochise County Justice of the Peace, Precinct V, be appointed as City Magistrate, said term beginning on January 1, 2021 and expiring December 31, 2022, or until such time as a newly-seated Council reaffirms this appointment or a successor is appointed.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, ON THIS 20<sup>TH</sup> DAY OF JULY 2021.

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FREDERICK W. MUELLER  
Mayor

Approval as to Form:

Attest:

---

NATHAN J. WILLIAMS  
City Attorney

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JILL ADAMS  
City Clerk

**JUDICIAL SERVICES CONTRACT  
BY AND BETWEEN  
THE CITY OF SIERRA VISTA, ARIZONA  
AND JUDGE KENNETH J. CURFMAN, JUSTICE OF THE PEACE, PRECINCT V**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Sierra Vista, a municipal corporation [hereinafter "**CITY**"], as authorized by the powers and authority granted by the laws of the State of Arizona, and Kenneth J. Curfman [hereinafter "**APPOINTEE**"].

**RECITALS**

**WHEREAS**, Section 43.02 of the Sierra Vista City Code requires the biannual appointment of the City Magistrate.

**WHEREAS**, the **CITY** requires the services of a Magistrate and has appointed Judge Curfman to act as the Magistrate to handle **CITY** judicial matters and pursuant to Sierra Vista City Code § 43.02 and the **CITY**'s Court Co-location and Operations Agreement with Cochise County, hereinafter "**COUNTY**."

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE**

This Agreement establishes the terms under which **APPOINTEE** will provide the **CITY** with Magistrate services.

**APPOINTEE** shall serve as the Magistrate as provided in Sierra Vista City Code § 43.02 and the Court Co-location and Operations Agreement in accordance with the duties and obligations contained therein and agreed upon by the **CITY** and **COUNTY**.

**II. TERM AND TERMINATION**

- A. The term of this Agreement shall begin on January 1, 2021 and shall continue through December 31, 2022 per Sierra Vista City Code § 43.02.
- B. The Magistrate may be removed from office by the Mayor and City Council for Cause. The Magistrate may resign his appointment with 30 days' notice to the Mayor and City Council.

- C. Any modification, extension or renewal of this Agreement shall be with formal approval of Mayor and Council and upon written amendment executed by the parties hereto.

### **III. COMPENSATION AND PAYMENT**

In consideration for the Judicial Services specified in this Agreement and in the Co-location Agreement, the **CITY** agrees to pay **APPOINTEE**, as a part-time contract employee of the **CITY**, \$52,500 per year. The **CITY** shall also pay mandated federal and state employee benefits for the duration of this Agreement.

**APPOINTEE** shall be paid monthly.

### **IV. INSURANCE**

**APPOINTEE** will not be provided with any benefits through the **CITY** that are covered by the **COUNTY**.

**CITY** shall obtain and maintain liability insurance coverage to cover **CITY** officials in litigation arising out of carrying out the contracted scope of work that is related to the performance of the Judicial Services or the performance of the Co-location Agreement.

### **V. INDEMNIFICATION**

**APPOINTEE** agrees to hold harmless **CITY**, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from **APPOINTEE'S** performance pursuant to this Agreement.

### **VI. CONTRACT EMPLOYEE STATUS**

The status of the **APPOINTEE** shall be that of a part-time contract employee. **APPOINTEE** shall only be entitled to receive mandated federal and state employment-related benefits.

### **VII. ASSIGNMENT**

**APPOINTEE** shall not assign his rights to this Agreement, in whole or in part.

### **VIII. NOTICE**

Any Notice required or permitted to be given under this Agreement shall be in writing and shall be directed as follows:



CITY:  
Mayor Mueller  
1011 N Coronado Drive  
Sierra Vista, AZ 85635

APPOINTEE:  
Judge Curfman  
100 Colonia de Salud #108  
Sierra Vista, AZ 85635

**IX. APPROVAL OF THE PARTIES**

Before the Agreement shall become effective and binding upon the parties, it must be approved by the Mayor and **CITY** Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever. Any party may sign this Agreement electronically, with the same force and effect as if signed with pen and ink.

**X. SEVERABILITY**

Each provision of this Agreement stands alone, and if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remain in effect.

**XI. ENTIRE AGREEMENT**

This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

**IN WITNESS WHEREOF**, the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

**APPROVED:**

**APPROVED:**

CITY OF SIERRA VISTA:

APPOINTEE:

\_\_\_\_\_  
Frederick W. Mueller, Mayor      Date

\_\_\_\_\_  
Hon. Kenneth J. Curfman      Date  
Justice of the Peace, Precinct V

ATTEST:

---

Jill Adams, City Clerk

Date