

RESOLUTION 2022-083

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, 2024 AS SET FORTH IN THE JUDICIAL SERVICES CONTRACT ATTACHED AS EXHIBIT A; 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, last adopted by Resolution 2021-050; and

WHEREAS, Judge Kenneth J. Curfman was reelected as Justice of the Peace, Precinct V at the November 8, 2022 General Election

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.

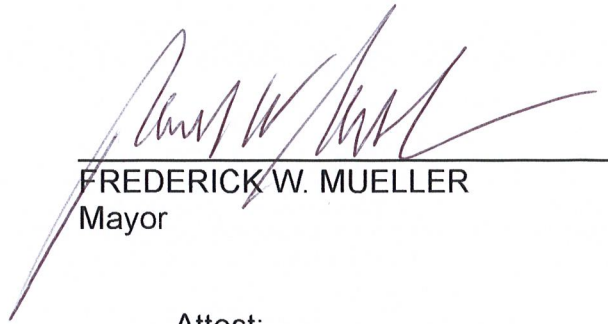
SECTION 2

That the Cochise County Justice of the Peace, Precinct V, be reappointed as City Magistrate, said term beginning on January 1, 2023 and expiring December 31, 2024, as set forth in the Judicial Services Contract attached as Exhibit A.

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.

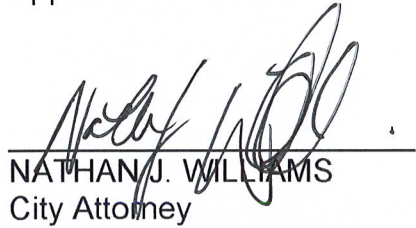
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, ON THIS 22<sup>nd</sup> DAY OF DECEMBER 2022.



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FREDERICK W. MUELLER  
Mayor

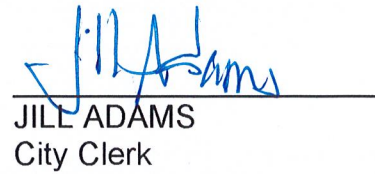
Approval as to Form:



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NATHAN J. WILLIAMS  
City Attorney

Attest:



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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 20<sup>ND</sup> day of Dec, 2022 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**."

**WHEREAS**, the City Council last appointed Judge Kenneth J. Curfman as City Magistrate in Resolution 2021-050.

**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, 2023 and shall continue through December 31, 2024 per Sierra Vista City Code § 43.02.
- B. Unless terminated earlier by the parties as provided for herein, this Agreement shall renew automatically for an additional two-year period, which renewal shall

constitute an appointment of the Magistrate for the additional two-year period as provided in Sierra Vista City Code § 43.02(A).

- C. 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.
- D. 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**, an amount calculated each year per the formula described in Exhibit A and with supporting documents as Exhibit B. 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:  
Office of the Mayor  
1011 N Coronado Drive  
Sierra Vista, AZ 85635

APPOINTEE:  
Judge Kenneth J. 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.

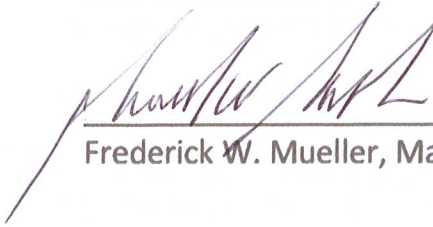
**XI. ENTIRE AGREEMENT**

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.

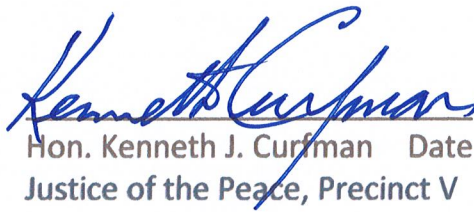
**APPROVED:**

**CITY OF SIERRA VISTA:**

 22 Dec 2022  
Frederick W. Mueller, Mayor      Date

**APPROVED:**

**APPOINTEE:**

 5-23  
Hon. Kenneth J. Curfman      Date  
Justice of the Peace, Precinct V

**ATTEST:**

 12-22-22  
Jill Adams, City Clerk      Date

## Exhibit A

The formula for the City's payment for the provision of Judicial Services of a City Magistrate shall be:

**50% of Justice of the Peace, Precinct V annual salary**

plus

**\$5,000 base to lock in cost for 4 years**

Where 50% is approximately the average of Sierra Vista's annual caseload at JP5, and the annual cost will remain as calculated below for the next 4 years.

The calculation shall be as follows:

$$\$115,290 \times 50\% = \$57,645 + \$5,000 = \$62,645$$