

**EMPLOYMENT AGREEMENT WITH CHRISTINE REYNOLDS FOR APACHE
JUNCTION MUNICIPAL COURT JUDICIAL ASSISTANT SERVICES**

This Agreement is made as of the ____ day of _____ 2024 (the “Effective Date”) by and between CITY OF APACHE JUNCTION, an Arizona municipal corporation (“City”) and CHRISTINE REYNOLDS, (“Employee”), both of which may be hereinafter referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

A. City desires a judicial assistant to provide Apache Junction municipal court with full-time administrative non-judicial and associate magistrate ministerial or clerical non-discretionary judicial duties in the absence or unavailability of the presiding magistrate and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. Judicial appointments are categorically exempt from the open market recruitment/procurement procedures pursuant to Apache Junction City Code Vol. I, § 3-7-7(A).

C. The Parties have set forth below the contemplated services that will be provided to the City and the payment terms for such services.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **JUDICIAL ASSISTANT DUTIES:** City hereby agrees to hire Employee to perform the functions and duties specified in the Apache Junction City Code, Volume I, Chapter 5: Municipal Court, Article 5-1: Municipal Court, § 5-1-6, Judicial Assistants and Employee agrees to perform the duties as further detailed in Exhibit A.

2. **TERM/RENEWAL:**

A. This Agreement shall be effective from September 7, 2024 through June 30, 2027 (the “Term”) unless otherwise terminated as set forth herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee as provided by state law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from employment of City, subject only to the provisions set forth in Section 3 of this Agreement.

3. **TERMINATION:** In the event Employee voluntarily resigns his/her position before expiration of the aforesaid Term, Employee shall provide City written thirty (30) calendar day advance notice, or such advance notice as may otherwise be mutually agreed upon by the Parties. In the event Employee is terminated by council action or Presiding Magistrate action, or should City choose not to renew Employee's contract upon said contracts expiration, City will pay as partial contractual compensation severance pay to employee in an amount equal to three (3) months salary.

4. **SALARY AND ANNUAL PERFORMANCE EVALUATION:**

A. City agrees to pay Employee for his/her services rendered pursuant hereto at an annual base salary of Sixty Three Thousand Three Hundred Dollars and Zero Cents (\$63,300.00) and any cost of living increases or base wage adjustments received by other career employees over the Term hereafter. Payment of said salary shall be made at the same time and manner as other employees are paid and shall be paid out of the City's general fund.

B. Employee shall be evaluated annually, to be completed no later than June 1 of each year this Agreement is in effect. The evaluations shall be conducted in accordance with the performance standards as determined by City for said purposes. Nothing in this provision is to be construed as creating either a promise or expectation of reappointment or contract renewal, and it is understood by Employee that any reappointment or renewal would be a matter left to the unconditional discretion of the City.

5. **HOURS OF WORK; HOLIDAYS; VACATION; & SICK LEAVE:**

A. **Hours Monday - Thursday.** Employee shall not work less than an average of forty (40) hours per week except when a court holiday occurs or when on leave approved by the presiding magistrate.

B. **Weekend Hours.** Employee will provide services as needed on weekends as directed by the presiding magistrate.

C. Holidays/Vacation/Sick Leave. Employee shall be entitled to such City holidays, vacation and sick leave as permissible under the Apache Junction City Personnel Rules.

D. Hours of Work. It is recognized that Employee may be required to routinely work outside traditional business hours. Employee shall be permitted to adjust his/her work schedule as deemed appropriate by the presiding magistrate.

6. INSURANCE: Employee shall be eligible for the same health, dental, vision and life insurance benefits as other City employees.

7. OTHER TERMS AND CONDITIONS: City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the Apache Junction City Code, Arizona Revised Statutes, or any other statute, ordinance or regulation.

8. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

9. NOTICES: All notices required under this Agreement shall be in writing and shall be sent by first class U.S. certified mail, postage prepaid, return receipt requested, addressed to the following Parties:

If to City: City of Apache Junction
 Presiding Magistrate
 300 East Superstition Boulevard
 Apache Junction, AZ 85119

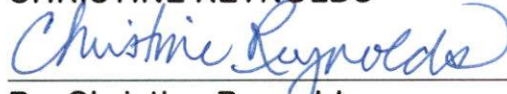
If to Employee: On file with Apache Junction
 Human Resources Department

10. ASSIGNMENT: This Agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, Employee and City have executed this Agreement as of the date first set forth above.

EMPLOYEE:

CHRISTINE REYNOLDS



By: Christine Reynolds

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Hon. A. Douglas LaSota
Its: Presiding Magistrate

APPROVED AS TO FORM:

R. Joel Stern, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this 13 day
of August 2024, by Christine Reynolds.

Mary A Finstrom
Notary Public

My Commission Expires:

6-9-28



STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day
of _____ 2024, by Aaron LaSota, Presiding Magistrate of the City of
Apache Junction.

Notary Public

My Commission Expires:

EXHIBIT A

SCOPE OF WORK

Provides research, analysis, budget and reporting on a variety of topics to include, management of overall technical and administrative matters. Assists in planning, organizing and implementing the overall administrative activities and operations of the Court. Plans and coordinates a variety of projects. Provides complex administrative support to the Presiding Magistrate.

Conduct management studies in the areas of policy development, organizational, budget and financial analyses; prepare and present staff reports and other necessary correspondence; recommend courses of action based on research and analysis; provide timely and accurate feedback to relevant parties on difficult and time sensitive inquiries, complaints and issues.

Review, revise, and maintain Court policies and procedures; make recommendations to improve operations and communications and work cooperatively to provide quality customer service both internally and externally.

Maintain relationships with other organizations. Act as liaison to all City staff to explain Court policies, procedures, goals and objectives.

Supervise court staff to include Court Administrator, Specialists and Court Clerks.

May perform ministerial or clerical non-discretionary judicial duties on these matters as defined in the city code and administrative non-judicial duties as assigned by the presiding magistrate; tasks that do not require an individualized determination but instead concentrate on technical skills and training, including the processing of plea agreements with definitive conditions not allowing changes by a judicial officer, continuances of pretrial matters, and initial appearances pursuant to Arizona Criminal Procedure Rule 4 and arraignments pursuant to Arizona Criminal Procedure Rule 14, and only uncontested hearings and motions.

May serve as a civil hearing officer in civil cases.

May research, identify and acquire new software and updates to current software for Court employees, Court offices and courtrooms.

May act as internal Department auditor; verify proper financial controls are in place; verify expenditures are properly coded; Participate in the preparation and administration of the Court budget.

May assist with development and monitoring of division/department performance and efficiency measures; research and make recommendations for process improvements.

May serve as Department representative.

Support the City's policies, goals and objectives and work with management and other staff to achieve such goals and objectives.