

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
WITH PRESIDING MAGISTRATE JAMES W. HAZEL, JR.**

THIS AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF APACHE JUNCTION AND PRESIDING MAGISTRATE JAMES W. HAZEL, JR., is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF APACHE JUNCTION, an Arizona municipal corporation (hereinafter "City") and JAMES W. HAZEL, JR., (hereinafter "Contract Employee"), sometimes collectively referred to as the "Parties" or individually as a "Party", each of whom understand as follows:

**RECITALS**

A. On December 15, 2008, Contract Employee and City entered an initial employment agreement for presiding magistrate services, and since such time there have been extensions to include the most recent version of the Agreement (March 17, 2015).

B. Contract Employee requests changes to the employment agreement due to anticipated retirement in 2019 and to save the City employee expenses.

C. This Amendment results in a net decrease for employee costs in the amount of approximately \$2,600.00 annually.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. **AMENDMENT OF AGREEMENT:** The Employment Agreement executed by the Parties on March 17, 2015, shall be amended as follows:

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

A. City agrees to pay Contract Employee for his services rendered pursuant hereto at an annual base salary of One Hundred Thirty-One Thousand Dollars and Zero Cents (\$131,000) 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. City agrees to pay as additional compensation the severance pay provided for by Section 3 of this Agreement subject to the conditions contained in said Section. The Parties both agree they will not seek a change of salary during the Term of this Agreement.

B. Contract 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 the City Council for said purposes, considering among other items standard for trial judges as established by the Commission on Judicial Performance Review of the Arizona Supreme Court. 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 Contract Employee that any reappointment or renewal would be a matter left to the unconditional discretion of the City Council of the City of Apache Junction.

#### **SECTION 7. OTHER TERMS AND CONDITIONS**

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Contract 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.

B. Unless otherwise negotiated within this Agreement, all action taken by Council relating to fringe benefits for employees in the executive ranges shall be considered actions granting the same benefits to Contract Employee. The term "fringe benefits" include vacation, sick leave, holidays, retirement, life and long-term disability insurance, except however, in the case of life and long-term disability insurance, City shall pay such premiums at no cost to Contract Employee. Contract Employee shall be covered by the City's insurance for errors and omissions.

II. **REMAINING TERMS ARE VALID:** All other non-conflicting terms and provisions of the Agreement executed by the Parties on March 17, 2015 shall remain in full force and effect until this First Amendment is terminated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**CONTRACT EMPLOYEE**

By: \_\_\_\_\_  
James W. Hazel, Jr.


**CITY OF APACHE JUNCTION,**  
An Arizona municipal corporation

By: \_\_\_\_\_  
John S. Insalaco, Mayor

ATTEST

Kathleen Connelly, City Clerk

APPROVED AS TO FORM

 5.3.16

Richard J. Stern, City Attorney