

RESOLUTION 2018-10

**CONTRACT FOR SERVICES AS
PRESIDING MAGISTRATE OF
THE CAREFREE – CAREFREE CONSOLIDATE MUNICIPAL COURT**

WHEREAS, under the provisions of A.R.S. § 22-402, the Common Council of the Town of Carefree ("the Council") is required to establish a Municipal Court; and

WHEREAS, during the month of October, 2013 the Town of Carefree, the Town of Cave Creek and the Honorable Norman J. Davis, Presiding Judge of Maricopa County Superior Court agreed to the terms of an Intergovernmental Agreement for the Town of Carefree to operate the Carefree-Cave Creek Consolidated Municipal Court.

WHEREAS, pursuant to the Carefree Town Code Article 4-1 and Section 4-2-1, this Consolidated Municipal Court is to be supervised and managed by a Presiding Magistrate who shall be appointed by the Carefree Town Council at a salary or other compensation as the Carefree Town Council may determine at the time of such appointment; and

WHEREAS, Stephanie A. Olohan has been serving as the Presiding Magistrate for the Carefree - Cave Creek Consolidated Court since her original appointment on December 1, 2014.

WHEREAS, the original four year term is expiring and both parties wish to enter a new four year term.

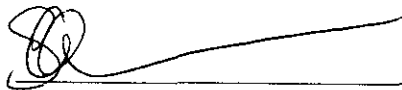
WHEREAS, the parties have agreed to the following contractual terms:

NOW THEREFORE, it is agreed that Stephanie A. Olohan will serve as the Presiding Magistrate of the Town of Carefree Municipal Court and will simultaneously serve as Carefree's Juvenile Hearing Officer for the term of four years commencing on December 1, 2018, and ending on November 30, 2022, under the following terms and conditions unless the contract is renegotiated and/or renewed by the parties.:

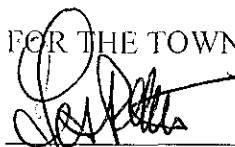
1. The compensation of the Presiding Magistrate shall be Four Thousand Two Hundred and Fifty-Eight and 50/100 Dollars (\$4,258.50) per month, payable on the last business day of each month. Compensation shall be increased by 3% effective the first day of July of each year and subject to further review on or before November 15, 2020.
2. The position of Presiding Magistrate and the duties of that Office are set forth in Sections 4-2-4 and 4-3-1(A) of the Carefree Town Code. The Presiding Magistrate will fulfill the duties and responsibilities of the office in compliance with the Constitution and laws of the State of Arizona, the ordinances of the Town of Carefree, and the Code of Judicial Responsibility adopted by the Supreme Court of the State of Arizona.

3. The parties intend that the relationship created by the contract shall be that of service recipient and independent contractor and not that of employer and employee. In this regard, the Presiding Magistrate shall retain the exclusive right to control and direct all details of her work. None of the benefits, if any, which are provided by the Town of Carefree ("the Town") to its employees, shall be available to the Presiding Magistrate. The Presiding Magistrate's exclusion from benefit programs maintained by the Town is a material term of the terms of compensation negotiated by the parties. The Presiding Magistrate acknowledges that, as independent contractor, the Presiding Magistrate shall not be entitled to workers compensation benefits from the Town.
4. It is understood that the position of the Presiding Magistrate does not entitle the appointee to any benefits or salary in addition to the compensation set forth herein. The appointee will manage the schedule of the Court so as to minimize the number of hours per month that a Pro Tem Magistrate is called in to sit in the place of the Presiding Magistrate. If the total annual hours (based upon calendar year) of Pro Tem Magistrate services exceed twenty (20) hours, the additional hours paid to a Pro Tem Magistrate shall be deducted from the December invoice of the Presiding Magistrate services.
5. The Presiding Magistrate shall be reimbursed for out-of-pocket expenses incurred in the attendance of the Supreme Court-mandated continuing education seminars and required Arizona State Bar membership dues.
6. The appointment and contract will terminate as of the effective date of any action taken by the Carefree Town Council for the elimination of the Municipal Court, pursuant to A.R.S. §22-402.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings written or oral, are hereby superseded and merged into this Agreement.

DATED this 4th day of December, 2018.



Stephanie A. Olohan
Presiding Magistrate
Carefree-Cave Creek Consolidated Court

FOR THE TOWN OF CAREFREE


Les Peterson, Mayor