

INTERIM PRESIDING JUDGE AGREEMENT

This INTERIM PRESIDING JUDGE AGREEMENT (hereinafter referred to as the "Agreement") is made this 7th day of October, 2014, between the City of Maricopa, an Arizona municipal corporation (hereinafter referred to as the "City"), and Tresa Georgini (hereinafter referred to as "Georgini").

RECITALS:

WHEREAS, the City desires to appoint Georgini for up to a six (6) month term of office, commencing October 15, 2014 and ending April 15, 2015, to serve as the Interim Presiding Judge for the City and Georgini agrees to serve in the position of Interim Presiding Judge; and

WHEREAS, pursuant to the Maricopa City Code, the Presiding Judge shall be the presiding officer of The City of Maricopa Municipal Court, and shall perform those functions necessary to the maintenance of a municipal court as provided by state statute; and

WHEREAS, pursuant to the Maricopa City Code, in the event of a vacancy in the office of the Presiding Judge, the Council may appoint an Interim Presiding Judge; and

WHEREAS, Georgini is qualified through education, training and experience to provide the professional services sought by the City and is aware that the Code of Judicial Conduct, Rule 81, Rules of the Arizona Supreme Court, governs the conduct of magistrates as well as Administrative Order No. 83-11 of the Arizona Supreme Court.

AGREEMENT

For the reasons set forth above and in consideration of the mutual promises and agreements hereinafter set forth, the City and Georgini agree as follows:

1. The City and Georgini each acknowledge the truth, accuracy and correctness of the Recitals to this Agreement.
2. The City agrees to retain the services of Georgini to serve as the Interim Presiding Judge for The City of Maricopa Municipal Court and Georgini accepts and agrees to such hiring and shall perform the duties required of a municipal judge during the term hereinafter provided.
3. The term of this Agreement shall be for a period of up to six (6) months, commencing on October 15, 2014 and terminating on April 15, 2015.
4. Georgini agrees that she will at all times faithfully and to the best of her ability and experience perform all of the duties that are required of her pursuant to the express and implicit terms of this Agreement and the Code of Judicial Conduct and Orders of the Arizona Supreme Court. Such duties shall be rendered at the Pinal County Building located at 19955 N. Wilson Avenue, Maricopa, Arizona, which is currently used by the Justice of the Peace for

Precinct 8, or at other facilities furnished by the City.

5. Georgini understands and agrees that pursuant to the proposed Maricopa City Code, the Interim Presiding Judge may be removed for cause by the City Council during her term of office. The parties agree to incorporate the Maricopa City Code into this Agreement.

6. The City shall pay Georgini and Georgini shall accept from the City, in full payment for Georgini's services during the term of this Agreement, Four Thousand and 00/100 Dollars (\$4,000.00) per month.

7. The parties agree that Georgini will provide Presiding Judge services for the City as a Regular Part Time Employee of the City as that term is defined in the City's Personnel Policies and Procedures. To the extent allowed by law, the parties agree to incorporate the City's Personnel Policies and Procedures into this Agreement.

8. This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Georgini shall be paid for services performed to the date of receipt of such termination notice and those services performed up to the date of termination of the Agreement.

9. In the event the City shall determine that it no longer desires to have a municipal court system and discontinues operating the municipal court, this Agreement shall terminate upon the date the municipal court is discontinued. The City shall provide Georgini with reasonable notice, not less than thirty (30) days, of the City's intent to discontinue the municipal court.

10. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

11. Georgini shall not assign any of her rights and duties under this Agreement without the prior written consent of the City.

12. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

13. Should any provision of this Agreement be held invalid or unenforceable by any governmental body, arbitrator, or court of competent jurisdiction, such holding will not diminish the validity or enforceability of any other provision hereof.

14. Any and all notices or demands required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice or demand is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice or demand is to be given as follows:

City of Maricopa
Attn: City Manager
39700 W. Civic Center Plaza
Maricopa, AZ 85138

Tresa Georgini
PO Box 12542
Casa Grande, AZ 85130

15. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by a writing signed by each party or any authorized representative of each party. Any modification to this Agreement that increases the City's obligations under this Agreement must first be approved by the Maricopa City Council.

16. The failure of City or Georgini to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

18. This Agreement and any attachments represent the entire agreement between City and Georgini and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF MARICOPA

By _____
Christian Price, Mayor

Tresa Georgini

ATTEST:

Vanessa Bueras, City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons, City Attorney