

PRESIDING JUDGE AGREEMENT

This PRESIDING JUDGE AGREEMENT (hereinafter referred to as the "Agreement") is made this 20th day of November, 2012, between the City of Maricopa, an Arizona municipal corporation (hereinafter referred to as the "City"), and Scott F. Sulley (hereinafter referred to as "Mr. Sulley").

RECITALS:

WHEREAS, the City entered into an agreement with Mr. Sulley on May 19, 2004, which was renewed on September 5, 2006, July 1, 2008, July 1, 2010 and December 7, 2010, to retain the services of Mr. Sulley to serve as the Presiding Judge for The City of Maricopa Municipal Court; and

WHEREAS, the City desires to reappoint Mr. Sulley for a two (2) year term of office, commencing January 1, 2013 and ending December 31, 2014, to serve as the Presiding Judge for the City and Mr. Sulley agrees to serve in the position of 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, Mr. Sulley 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 Mr. Sulley agree as follows:

1. The City and Mr. Sulley each acknowledge the truth, accuracy and correctness of the Recitals to this Agreement.
2. The City agrees to retain the services of Mr. Sulley to serve as the Presiding Judge for The City of Maricopa Municipal Court and Mr. Sulley 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 two (2) years, commencing on January 1, 2013 and terminating on December 31, 2014. At the expiration of the two (2) year term, the City Council for the City of Maricopa may, but need not, reappoint Mr. Sulley to the Presiding Judge position.
4. Mr. Sulley agrees that he will at all times faithfully and to the best of his ability

and experience perform all of the duties that are required of him 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. Mr. Sulley understands and agrees that pursuant to the proposed Maricopa City Code, the Presiding Judge may be removed for cause by the City Council during his term of office. The parties agree to incorporate the Maricopa City Code into this Agreement.

6. The City shall pay Mr. Sulley and Mr. Sulley shall accept from the City, in full payment for Mr. Sulley's services during the term of this Agreement, a base salary of Thirty Four Thousand One Hundred Twenty Five and 00/100 Dollars (\$34,125.00) per annum. This amount shall be paid in equal monthly installments. In addition, Mr. Sulley's annual compensation shall include deferred compensation of Two Thousand Nine Hundred Fifty Eight Dollars (\$2,958.00) to be contributed by the City to the Mr. Sulley's Section 457 Plan. Additionally, the City agrees to execute all necessary agreements for Mr. Sulley to participate in the City sponsored Section 457 Plan. Mr. Sulley shall not receive any other benefits.

7. The parties agree that Mr. Sulley 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. 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 Mr. Sulley with reasonable notice, not less than three (3) months, of the City's intent to discontinue the municipal court.

9. 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.

10. Mr. Sulley shall not assign any of his rights and duties under this Agreement without the prior written consent of the City.

11. 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.

12. 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.

13. 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 Manager
City of Maricopa
P.O. Box 610
Maricopa, AZ 85139

Mr. Scott Sulley
P.O. Box 201
Maricopa, AZ 85139

14. 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.

15. The failure of City or Mr. Sulley 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.

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

17. This Agreement and any attachments represent the entire agreement between City and Mr. Sulley 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

Mr. Scott F. Sulley

ATTEST:

Vanessa Bueras, City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons, City Attorney