

## **INTERIM PRESIDING JUDGE AGREEMENT**

This INTERIM PRESIDING JUDGE AGREEMENT (hereinafter referred to as the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Maricopa, an Arizona municipal corporation (hereinafter referred to as the “City”), and Steve McCarville (hereinafter referred to as “McCarville”).

### **RECITALS:**

WHEREAS, the City is currently transitioning from a shared court with the Pinal County Justice Court to a separate City Court; 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, the presiding officer of the municipal court and such other magistrates as deemed necessary by the council shall be appointed by the council; and

WHEREAS, the City desires to hire McCarville to lead the transition to a separate City Court from October 5, 2022, through December 31, 2022, and appoint McCarville for a term of office commencing January 1, 2023, and ending December 31, 2023, to serve as the Interim Presiding Judge for the City and McCarville agrees to lead the transition and, thereafter, serve in the position of Interim Presiding Judge; and

WHEREAS, McCarville 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 McCarville agree as follows:

1. The City and McCarville each acknowledge the truth, accuracy and correctness of the Recitals to this Agreement.
  
2. The City agrees to retain the services of McCarville to lead the transition to a separate City Court and, thereafter, serve as the Interim Presiding Judge for The City of Maricopa Municipal Court and McCarville 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 commence on October 5, 2022, and terminate on December 31, 2023. Notwithstanding anything to the contrary set forth herein, McCarville will be appointed as the Interim Presiding Judge for the City commencing January 1, 2023, and ending December 31, 2023. Before being appointed as the Interim Presiding Judge, McCarville will lead the transition to a separate City Court with assistance from City staff.

4. McCarville 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 Maricopa City Hall located at 39700 West Civic Center Plaza, Maricopa, Arizona, or at other facilities furnished by the City.

5. McCarville understands and agrees that pursuant to the Maricopa City Code, the Interim 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 McCarville, and McCarville shall accept from the City, in full payment for McCarville's services during this Agreement, Eighty-Two and 50/100 Dollars (\$82.50) per hour.

7. The parties agree that McCarville will provide Interim 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 policies and procedures, as may be amended from time to time, into this Agreement. In the event the Interim Presiding Judge services necessitate more time than allowed by a Regular Part-Time Employee, the City and McCarville hereby acknowledge and agree that they will enter into good faith negotiations to amend 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 McCarville with reasonable notice, not less than thirty (30) days, 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. McCarville 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 reasonable 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. To the fullest extent allowed by law, McCarville shall be granted judicial immunity. This section shall survive the expiration or early termination of the Agreement.

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. 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

Steve McCarville  
328 Markely Dr.  
Casa Grande, AZ 85122

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 an 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 McCarville to insist in any one or more instances on the 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 McCarville 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 \_\_\_\_\_  
Nancy Smith, Mayor

\_\_\_\_\_  
Steve McCarville

ATTEST:

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Denis M. Fitzgibbons, City Attorney