

TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made and entered into this 13th day of May 2025, by Thomas Parascandola, ("Associate Municipal Judge") and the City of Peoria, a municipal corporation organized under the constitution of the State of Arizona ("City"). The City and Associate Municipal Judge may be collectively referred to herein as "Parties" or individually as "Party".

RECITALS

WHEREAS, the City operates a Municipal Court pursuant to Title 22, Arizona Revised Statutes, Article XI of the Peoria City Charter and Chapter 5 of the Peoria City Code; and

WHEREAS, the Presiding Municipal Judge is authorized to, with Council of the City consent, appoint an Associate Municipal Judge pursuant to Section 5-3 of the Peoria City Code; and

WHEREAS, the City desires to fill the position of Associate Municipal Judge for the City of Peoria.

WHEREAS, the Mayor and Council of the City of Peoria desire to provide for the appointment of a Associate Municipal Judge for a specified period and on such conditions as set forth in this Agreement.

THEREFORE, the Parties agree as follows:

1. Application of City Charter and City Code and other applicable rules.

(a) This Agreement shall be subject to all the provisions of the Arizona Revised Statutes, Peoria City Charter and Peoria City Code and to all amendments to the Charter and Code.

(b) This Agreement shall also be subject to the Arizona Code of Judicial Conduct and the Administrative Orders of the Arizona Supreme Court and any other applicable statute or court rule as they pertain to the duties and responsibilities of lower court judges.

2. Compensation.

(a) The Compensation for the Associate Municipal Judge shall be set at the sum of Two hundred, twenty-four thousand and six dollars (\$224,006) per year, effective June 3, 2025, subject to applicable federal and state income taxes and withholdings.

(b) Beginning with fiscal year 2027 (July 1, 2026) the Associate Municipal Judge shall be eligible for cost-of-living and other compensation adjustments the same as all other non-represented management employees.

(c) Each year, the Presiding Municipal Judge shall evaluate the Associate Municipal Judge and if, in his sole discretion determines the Associate Municipal Judge's performance to be satisfactory, the Associate Municipal Judge's salary shall be adjusted up from the amount set forth in this section, if any. The amount and timing of such increases shall be the same as all other non-represented management employees. Other than this section,

compensation shall not be adjusted during the term of this Agreement, except by a written amendment approved and executed by both Parties.

(d) In addition to the compensation set forth above, the Associate Municipal Judge shall be entitled to annual leave (vacation), sick leave, personal leave, holiday leave and such other benefits as may be provided to management level employees under the City's pay plan and not in conflict with this Agreement, in accordance with the City's Personnel Administrative Regulations.

(e) The Associate Municipal Judge shall receive a bank of forty (40) hours of Award Leave. Award Leave is not eligible for cash-out at any time.

(f) The Associate Municipal Judge shall be eligible to receive health, dental, short term disability, and life insurances in the same manner as all other management employees under City's policies and contracts with insurance carriers.

(g) The Associate Municipal Judge shall receive an employer contribution in the amount of six percent (6%) employer contribution to the 401a deferred compensation plan. Said additional deferred compensation shall be paid to the retirement fund that the City participates in. The City agrees to transfer ownership of said plan or retirement fund to successor employers upon the Associate Municipal Judge's resignation or discharge to the extent permitted by law.

(h) The Associate Municipal Judge shall receive from the City a cell phone stipend in the same manner as other management employees, subject to all City Codes and ordinances, regulations, policies and City Manager directives.

3. Minimum Requirements for Appointment as Associate Municipal Judge.

The Associate Municipal Judge shall meet the minimum requirements prescribed for an Associate Municipal Judge in the Peoria City Charter. The Associate Municipal Judge shall: (a) be a graduate of an accredited school of law and shall be admitted and in good standing in the practice of law in Arizona and (b) shall not be deemed as having ceased to meet the qualifications prescribed in the office of Associate Judge.

In the event that the Associate Municipal Judge (i) shall cease to be admitted to the practice of law in Arizona or shall be suspended or disciplined by any state in which he is admitted, or (ii) pleads guilty, no contest, or is found guilty of a crime punishable as a felony under any law of this state, even if the offense occurred in another state or a federal law, or any other crime that involves moral turpitude, or (iii) has a disability that interferes with the performance of their duties and has failed to discharge the duties of the office of Associate Judge for three consecutive months, or (iv) engages in conduct that constitutes willful misconduct in office, willful and persistent failure to perform the duties of Associate Judge, habitual intemperance or conduct prejudicial to the administration of justice that brings the judiciary and judicial office into disrepute, the Associate Municipal Judge's employment shall be terminated with no penalty or additional cost to the City.

4. Duties

The Associate Municipal Judge shall:

(a) Process City ordinance violations, criminal cases and related matters filed in the Municipal Court.

(b) Maintain all records pertaining to each City ordinance violation filed in the Municipal Court.

(c) Comply with all applicable guidelines and rules promulgated by the Arizona Supreme Court, the Presiding Judge of the Maricopa County Superior Court, and the provisions of A.R.S. 22-401 through 22-428, Article XI of the Peoria City Charter and Chapter 5 of the Peoria City Code and subsequent amendments to the Charter and Code.

(d) The Associate Municipal Judge shall be appointed by the Presiding Municipal Judge with consent of the Council of the City, but shall be subject to the administrative direction and control of the Arizona Supreme Court. City acknowledges that in judicial matters all decisions shall be the responsibility of the Presiding Municipal Judge and such other judges as may be appointed.

5. Term

(a) The term of this Agreement shall be four (4) years, expiring on May 14, 2029.

(b) The Parties agree that either Party shall provide written notice to the other Party sixty (60) days prior to the expiration date as provided in subsection 5(a) of their intent to renew or not to extend this Agreement. Failure, however, to provide such a notice shall not prevent the renewal or termination of this Agreement.

(c) The Parties acknowledge and agree that the office of the Associate Municipal Judge shall be as it is described in the City Charter of the City of Peoria that by this Agreement, the City Council and the Associate Municipal Judge express their understanding that the office of Associate Municipal Judge shall be filled for the term set forth in subsection 5(a) above, pursuant to the conditions of this Agreement. This Agreement, however, shall not prevent or interfere with the rights of the City Council to terminate the employment of the Associate Municipal Judge for failure to meet any of the minimum qualifications set forth in Section 3.

(d) In the event that the Associate Municipal Judge terminates employment with the City at his request during the term of this Agreement, it is agreed that the Associate Municipal Judge will give the City reasonable notice of not less than thirty (30) days and Associate Municipal Judge's right to compensation as set forth in Section 2 above will terminate as of the effective date of such termination.

6. Transition.

It is understood that after notice of termination in any form, the Associate Municipal Judge and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

7. Notices.

Notices shall be sent to the Parties as

follows: For the City:

Jason Beck, Mayor
City of Peoria

8401 W. Monroe Street
Peoria, AZ 85345

With a copy to:

Office of the City Attorney
City of Peoria
8401 W. Monroe Street
Peoria, AZ 85345

For the Associate Municipal Judge:

_____, Associate Municipal Judge City of
Peoria
8401 W. Monroe Street
Peoria, AZ 85345

8. Conflicts of Interest.

This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. 38-511 pertaining to conflicts of interest.

9. Bonding.

The City shall bear the full cost of any fidelity or other bonds required of the Associate Municipal Judge under any law or ordinance.

10. Integration Clause; No Oral Modification.

This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all agreements, oral or written, entered prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all Parties hereto, and any attempt at oral modifications of this Agreement shall be void and of no effect.

11. Governing Law; Choice of Forum.

This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Arizona.

IN WITNESS Whereof the Parties enter into this agreement.

CITY OF PEORIA

Mayor

Thomas Parascandola
Associate Municipal Judge

ATTEST:

APPROVED AS TO FORM:

Agnes Goodwine, City Clerk

Emily Jurmu, City Attorney