

EMPLOYMENT AGREEMENT WITH MICHAEL KIELSKY FOR APACHE JUNCTION  
MUNICIPAL COURT ASSOCIATE MAGISTRATE SERVICES

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") by and between CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City") and MICHAEL KIELSKY, ("Employee"), both of which may be hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. City desires to establish a rotation list of associate magistrates on an as-needed basis for part-time municipal court judicial services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. Judicial appointments are categorically exempt from the open market recruitment/procurement procedures pursuant to Apache Junction City Code ("A.J.C.C.") Vol. I, § 3-7-7(A), however, pursuant to A.J.C.C., Vol I, § 5-1-2, associate magistrates must be appointed by the mayor and city council.

C. The Parties have set forth below the contemplated services that will be provided to the City and the payment terms for such services.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSOCIATE MAGISTRATE DUTIES: City hereby agrees to hire Employee to perform the functions and duties specified in the Apache Junction City Code, Volume I, Chapter 5: Municipal Court, Article 5-1: Municipal Court, on a part-time, as-needed basis, and Employee agrees to perform the duties as further detailed in Exhibit A.

2. TERM/RENEWAL:

A. This Agreement shall be effective from July 3, 2024 through June 30, 2028 (the "Term") unless otherwise terminated as set forth herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee as provided by state law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from employment of City, subject only to the provisions set forth in Section 3 of this Agreement.

3. TERMINATION: In the event Employee voluntarily resigns his/her position before expiration of the aforesaid Term, Employee shall provide City written thirty (30) calendar day advance notice.

4. COMPENSATION: City agrees to pay Employee for his/her part-time services rendered pursuant hereto at hourly rate of SIXTY Dollars and ZERO Cents (\$60.00) but in no case shall Employee work more than thirty (30) hour per week.

5. HOURS OF WORK:

A. Hours Monday - Friday. Employee shall work on an as-needed basis and shall be on a rotation list with other associate magistrates.

B. Weekend Hours. Employee will provide services as needed on weekends as directed by the presiding magistrate.

C. Hours of Work. It is recognized that Employee may be required to routinely work outside traditional business hours.

6. OTHER TERMS AND CONDITIONS:

A. City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the Apache Junction City Code, Arizona Revised Statutes, or any other statute, ordinance or regulation.

7. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. NOTICES: All notices required under this Agreement shall be in writing and shall be sent by first class U.S. certified mail, postage prepaid, return receipt requested, addressed to the following Parties:

If to City: City of Apache Junction  
Presiding Magistrate  
300 East Superstition Boulevard  
Apache Junction, AZ 85119

If to Employee: On file with Apache Junction  
Municipal Court

8. ASSIGNMENT: This Agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, Employee and City have executed this Agreement as of the date first set forth above.

EMPLOYEE:



By: Michael Kiecsky

CITY:

CITY OF APACHE JUNCTION, ARIZONA,  
an Arizona municipal corporation

By: Aaron LaSota  
Its: Presiding Magistrate

APPROVED AS TO FORM:

 6-25-24

R. Joel Stern  
City Attorney

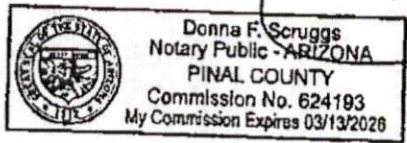
STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PINAL     )

The foregoing was subscribed and sworn to before me this 3 day  
of June 2024, by Michael Kielisky

*[Handwritten signature]*  
Notary Public

My Commission Expires:

03-13-2026



STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PINAL     )

The foregoing was subscribed and sworn to before me this \_\_\_ day  
of \_\_\_\_\_ 2024, by Aaron LaSota, Presiding Magistrate of the City of  
Apache Junction.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

Performs the work of an associate magistrate, presiding over misdemeanors, civil traffic cases and other legal proceedings filed with the court, in accordance with published standards and requirements of the Arizona Supreme Court.

Responsible for applying relevant Supreme Court Rules, states statutes, city ordinances, and case law when presiding over trials to the court, trials to a jury, pre-trial conferences, arraignments, motions and other hearings.

Support the City's policies, goals and objectives and work with management and other staff to ethically achieve such goals and objectives; ensure compliance with safety procedures.