

MICHAEL KIEFSKY

- **Signed Employment Agreement**
- **Resume/CV**

Michael Kielsky • 1127 W. 10th Place, Mesa, AZ 85201 • 602.903.5123 • Michael@Kielsky.com

OVERVIEW: Seasoned and successful computer science degreed attorney with over 17 years of corporate and IT experience, plus over 17 years practical legal experience. In IT, consulted for known electronics, aerospace/defense, finance, telecom, logistics businesses. Published cybersecurity author. Joins legal privilege with governance, process, & compliance experience. Expertise negotiating, implementing performance contracts, resource allocation, tracking, plan and execute delivery; innovative, creative, cost effective; solutions oriented. **LinkedIn:** www.kielsky.com/LI

PROFESSIONAL EXPERIENCE

Judge Pro Tempore, Maricopa County, Phoenix, AZ, 01/2014 to now

Justice Courts since 01-01-2014 & Superior Court since 07-01-2017; reappointed annually through 2024; Superior Court Certified Arbitrator in Civil, Criminal, and Family law; On-Call and Part-Time Commissioner since 2023; conduct evidentiary, motion, pre-trial, settlement hearings; enter orders, warrants, subpoenas.

Attorney, Kent Law, Tempe, Arizona, 08/2023 to now

Represent clients and litigate in personal injury, wrongful death, and related matters, arbitration and trials.

Staff Counsel, Martinez, Dieterich & Zarcone / Fred Loya Insurance, Phoenix, Arizona, 02/2023 to 06/2023

Represent clients for auto insurer in personal injury and related litigation, trials, arbitration, appeals.

Attorney, Zanes Law, Phoenix, Arizona, 08/2022 to 01/2023

Represent clients and litigate in personal injury, wrongful death, and related matters and trials.

Special Counsel, Davillier Law Group, Phoenix, Arizona, 03/2022 to now

Litigate in complex civil and public interest law cases, trials & appeals, administrative and criminal law. Counsel on technology & privacy laws. Draft, review, revise contracts, licenses, service & license contracts.

Attorney, Keystone Law Firm, Chandler, Arizona, 01/2022 to 03/2022

Litigate in probate and related cases, trials & appeals, administrative and criminal law.

Attorney/Partner, Udall Shumway PLC, Mesa, Arizona, 03/2016 to 01/2022

Litigate in legal, contract, business, and personal cases, trials & appeals, civil, administrative, regulatory, and criminal law. Counsel on technology & privacy laws. Draft, review, revise contracts, memoranda, policies, procedures, NDAs, work orders, licenses, releases, technology services, licensing, & consulting agreements.

CTO, General Counsel, Polydata One LLC, Phoenix, AZ, 11/2005 to 12/2017

Create, negotiate contracts, MOUs, policies, procedures, NDAs, licenses, releases, IT services, licensing, consulting agreements. Responsible for services, support, development, implementation & maintenance.

Attorney/Partner, Kielsky Rike PLLC, Tempe, Arizona, 06/2009 to 03/2016

Represent clients in legal, contract, and business matters, including litigation and appeals.

Consultant & Attorney at Law, Solo Practice, Phoenix, Arizona, 09/2006 to 05/2009

Represent, consult, and counsel clients in legal, contract, and business matters; regulatory compliance, executive accountability, confidential data protection, digital evidence, e-discovery, litigation support tech.

Consultant, FlyPaper.net, Phoenix, AZ, 02/2008 to 08/2008

Consulting on development and production infrastructure.

Director, Arrange.com, Scottsdale, AZ, 04/2005 to 10/2005

Provide clients offshore development, testing, maintenance. Negotiate multi-lateral agreements.

Engineering Manager, Go Daddy Software, Scottsdale, AZ, 09/2004 to 02/2005

Responsible for hosting environment, Advanced Support Team of 16 admins and technical reps supporting 280,000 customers, hundreds of servers. Maintain tracking, metrics, & problem reporting system.

Technology Consultant, Rural/Metro, Scottsdale, AZ, 06/2004 to 09/2004

Manage business assessment, plan recommended process improvements to increase efficiency and quality.

Business Consultant, Catholic Healthcare West, Phoenix, AZ, 03/2004 to 05/2004

Develop new enterprise user provisioning process.

Sr. Business Analyst, DHL Express, Scottsdale, AZ, 03/2003 to 08/2003

Assess data center change management, implement process; represent US at global data center conference.

Technology Consultant, Aerial Communications, Chicago, IL, 02/1999 to 08/1999

Technology Consultant, First American, San Diego, CA, 03/1998 to 11/1998

Technology Consultant, Compaq Computer Corp., Houston, TX, 07/1997 to 03/1998

Technology Consultant, GSCC, New York, NY, 06/1997 to 07/1997

Technology Consultant, Motorola, Chandler, AZ, 11/1995 to 05/1997

Manage staff, engineers, test teams; remediation, build automation, source code control, configuration

management, integration, change management, deployment management, process evangelist.

Vice President, Republic National Bank, New York, NY, 02/1995 to 11/1995

Manage engineers in spec, design, coding, and implementation of cross-platform international infrastructure project. Responsible for retention, promotion and management, accountable directly to C-level.

Sr. Engineer, Materials Research Corp., Phoenix, AZ, 04/1993 to 02/1995

Develop distributed process control systems; direct engineers, design, development, implementation, test, release; develop equipment and configuration control systems; global customer support.

Programmer/Analyst, AZ Public Service Co., Phoenix, AZ, 01/1992 to 04/1993

Implement multi-platform e-mail, data interchange. Write strategy papers, product evaluations. Supervise.

Technology Consultant, Intel, Chandler, AZ, 06/1990 to 01/1992

Create real-time equipment controllers for process control and data collection. Assess user requirements, operator needs, evaluated equipment, and interfaces, communicate with vendors; draft documentation.

Technology Consultant, Honeywell, Phoenix, AZ, 03/1989 to 06/1990

Develop unit tests for flight management system for certification. Manage verification and validation, interface with international customer, generate detailed designs for certification, manage problem reports.

Technology Consultant, McDonnell Douglas, Mesa, AZ, 11/1988 to 02/1989

Develop real-time modules for Apache Helicopter trainer, integrate product systems, create build/test procedures, create documentation, train engineers on tools, document process, performance tune systems.

Senior Software Engineer, TAG Software, Glendale, AZ, 4/1987 to 11/1988

Design and code real-time controls for industrial automation. Customer support, manage software projects, create and maintain extensive user documentation, write CIM applications. System/network manager.

IT ACCOMPLISHMENTS

- Created advanced customer support team focused on quick resolution, root-cause analysis, continuous improvement – improved customer satisfaction by 55%.
- Responsible for implementing and supporting the CM process for a global data center.
- Following complete assessment, developed and implemented phased process improvements to reduce costs, increase efficiency, and improved quality.
- Led remediation project completed months ahead of schedule.
- Created innovative software configuration and build system, reduced cycle times from weeks to hours, resulting in accelerated development, reduced rework, lower costs.
- Led team from design to successful implementation of key strategic IT infrastructure, completing this international financial system project on time, and under budget.

EDUCATION

Thomas Jefferson School of Law, San Diego, California; *Juris Doctor, summa cum laude*, 2001

Graduated First in Class, Law Review, Distinguished Honor Roll or Honor Roll every semester; 12 Top Grade Awards; Externship, Justice Benke, California Court of Appeal, San Diego, California, Spring 2001

Arizona State University, Tempe, Arizona; graduate degree studies in Computer Engineering & Business, 1984-90

Grand Canyon University, Phoenix, Arizona; *Bachelor of Science in Computer Science*, 1984

COURT & BAR ADMISSIONS

State Bar of Arizona 2006 (#021864); State Bar of California 2006 (#242134); U.S.D.C. Arizona 2007; Ninth Circuit Court of Appeals 2019; Salt River Pima Indian Community Court 2019; U.S.D.C. California CD 2021

PROFESSIONAL MEMBERSHIPS & COMMUNITY LEADERSHIP

Avondale Judicial Advisory Board – appointed 4-22-2019, reappointed 9-21-2021, term ends 6-30-2025

Glendale Judicial Selection Advisory Board – 1-22-2019 until 9-22-2020

East Valley Bar Association – President 2016-now & 2011-2012; Vice President 2013-2015

Maricopa County Bar Association – I.P.P. 2023; Pres. 2022; Pres-Elect 2021; Treas. 2020; Sec. 2019; Board 2012-23

Community Legal Services – VP 2020-2022, Treas. 2019, Exec.Committee 2018-2022; Board Member 2016-2022

State Bar of Arizona: **Certified CLE Presenter** – 2016; Committee Member, **Technology Committee** – 2012-2015

SKILLS SUMMARY

- Expertise in wide range of applications, various systems, networks, environments, programming languages
- Project Management, Change Management, Staff Management, Development, Ops, Cyber Security
- Author, "Security and Access Control", Information Age (UK) v10n4 pp. 203-210, Oct. 1988

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 _____, ("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. 1, § 3-7-7(A), however, pursuant to A.J.C.C., Vol 1, § 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 _____, 20__ through _____, 20__ (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. SALARY AND ANNUAL PERFORMANCE EVALUATION: City agrees to pay Employee for his/her part-time services rendered pursuant hereto at hourly rate of \$60 Dollars and .00 Cents (\$60.00) but in no case shall Employee work more than thirty (30) hour per week.

5. HOURS OF WORK; VACATION; SICK LEAVE; PERSONAL DAYS:

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: MICHAEL KIECKSKY
[NAME] 

By: [NAME] _____

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Aaron LaSota
Its: Presiding Magistrate

APPROVED AS TO FORM:

R. Joel Stern
City Attorney

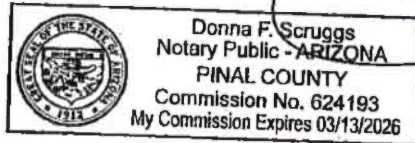
STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

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.