

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

THIS AGREEMENT is made as of the ____ day of _____ 2025 (the “Effective Date”) by and between CITY OF APACHE JUNCTION, an Arizona municipal corporation (“City”) and MICHAEL KIELSKY (“Contract Judge”), 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 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 Contract Judge 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 an as-needed basis, and Contract Judge agrees to perform the duties as further detailed in Exhibit A.

2. **TERM/RENEWAL:**

A. This Agreement shall be effective from March 19, 2025 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 Contract Judge as provided by state law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Contract Judge to terminate this agreement at any time subject only to the provisions set forth in Section 3.

3. **TERMINATION:** In the event Contract Judge terminates this agreement before expiration of the aforesaid Term, Contract Judge shall provide City thirty (30) calendar day written advance notice.

4. **SALARY:** City agrees to pay Contract Judge for his/her services rendered pursuant hereto at hourly rate of Sixty Dollars and Zero Cents (\$60.00) but in no case shall Contract Judge work more than thirty (30) hours per week.

5. **HOURS OF WORK:**

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

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

C. **Hours of Work.** It is recognized that Contract Judge may be required to routinely work outside traditional business hours as directed by the presiding magistrate.

6. **INDEPENDENT CONTRACTOR:** The Parties agree and understand that Contract Judge is acting in the capacity of an independent contractor and not a city employee with city benefits.

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 Contract Judge.

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.

8. **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 Contract Judge: On file with Apache Junction
Municipal Court

9. ASSIGNMENT: This Agreement is not assignable by either City or
Contract Judge.

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

CONTRACT JUDGE:

MICHAEL KIELSKY

By: Michael Kielsky

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

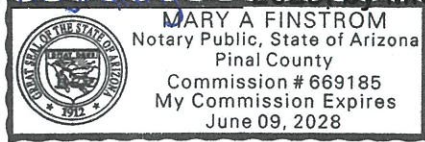
By: Thomas McDermott
Its: Presiding Magistrate

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 26 day
of February 2025, by Michael Kielsky.



Mary A Finstrom
Notary Public

My Commission Expires:

6-9-28

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day
of _____ 2025, by Thomas McDermott, 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 as defined under the city code, 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 and following relevant Supreme Court Rules, state statutes, city ordinances, city codes and case law in all rulings and matters including but not limited to trials, pre-trial conferences, arraignments, probation hearings, motions, orders of protection, injunctions against harassment, and abatements.

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

Performs the duties of a juvenile hearing officer pursuant to Arizona Supreme Court Rules/Arizona State Statutes.