

EMPLOYMENT AGREEMENT

C2016-__

THIS AGREEMENT is entered into the date below, signed by and between Kevin Kane (Employee) and the City of Tempe (City).

I.

The City and Employee desire to enter into a contract for employment by the City of Tempe in the position of Presiding Judge.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

- 1) TERM. This Agreement shall be effective from July 18, 2016 through July 17, 2018.
- 2) COMPENSATION. A salary range of \$134,250 to \$181,238 has been established for the position of Presiding Judge. This range may be adjusted in accordance with standard City policy and procedure to include the results of any market study performed by or on behalf of Human Resources. Employee shall be paid the annual sum of \$164,800 in twenty-six (26) biweekly installments for each of the two (2) years covered by the period of July 18, 2016 through July 17, 2018. This salary will be reviewed and adjusted annually at the same rate as the salaries of City Department Directors. Employee shall receive all other City benefits which are otherwise available to unclassified, exempt City of Tempe employees including normal Arizona State Retirement benefits. In addition, Employee shall be paid an amount equal to ten percent (10%) of base salary as annual pension contributions to the City of Tempe 457 Plan or 401(K) Plan or other retirement plan(s) of his choice.
- 3) DUTIES. Employee shall perform the duties of Presiding Judge pursuant to all laws, ordinances, and rules of the State of Arizona, City of Tempe, and Arizona Supreme Court.
- 4) CONDITIONS OF EMPLOYMENT.
 - a) Employee shall preside as Presiding Judge over the Tempe Municipal Court System and other judges and commissioners of the Tempe Municipal Court whether full time or judge pro tem.
 - b) Employee shall at all times ensure that his conduct as Presiding Judge of the Tempe Municipal Court does not violate any Arizona Supreme Court Administrative Order or City of Tempe Personnel Rule, and he must comply with the canons set forth in the Arizona Code of Judicial Conduct. He must comply with any other rule or law governing the conduct of judges during the term of his contract and fulfill the mandatory hours of continuing judicial education.
 - c) Employee shall not during his term of employment commit any act which would be grounds for dismissal or disciplinary action pursuant to the City of Tempe Personnel Rules.

- 5) TERMINATION. During the term of this Agreement, the employee may be removed from office for violation of this Agreement by the City Council of the City of Tempe. Notice of removal of office shall be delivered in writing to the Employee and Employee shall have the right to request a hearing before the City Council of the City of Tempe. Any such request for hearing and any hearing shall be in accordance with Rule 4, Section 407(F)(1) of the City of Tempe Personnel Rules, except that said hearing shall be before the City Council of the City of Tempe and not the Merit System Board.

DATED this _____ day of _____, 2016

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

Kevin Kane, Employee