

Employment Agreement

DATE: October ___, 2025

PARTIES: The City of Goodyear
A Municipal Corporation
1900 N. Civic Square
Goodyear, Arizona 85395
("City")

Hon. Manuel Delgado
C/O Goodyear Municipal Court
14455 W. Van Buren St., Suite B-101
Goodyear, AZ 85338
("Judge")

RECITALS:

- A. Upon the recommendation of the Goodyear Judicial Advisory Committee, the Goodyear City Council has re-appointed Judge Delgado to be the Presiding Municipal Court Judge at the Goodyear Municipal Court.
- B. The Judge is an attorney and member in good standing with the Arizona State Bar Association and is permitted to practice in Arizona by the Arizona Supreme Court.
- C. City Council desires to appoint Judge to a term as Goodyear's Presiding Municipal Court Judge upon the terms and provisions hereafter contained.
- D. This Contract is based on Arizona's Constitutional requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Contract shall set forth parameters, guidelines, duties, and compensation during the term of this Contract.

AGREEMENT: THEREFORE, the parties agree as follows:

- 1. City herewith employs Judge, and Judge agrees to become employed, as Presiding Municipal Court Judge of the Goodyear Municipal Court for a term of two years beginning October 23, 2025, and terminating at midnight on October 22, 2027, unless sooner terminated as provided herein.
- 2. Judge will fulfill the duties of Presiding Municipal Court Judge as provided by the job description, state statute, City Charter, Municipal Code, and any other applicable rules, laws, ordinances, or regulations.

3. City in its legislative capacity shall consider and appropriate reasonable funds to fund the services of a pro-tem judge. Additional hours, if needed for other reasons, may be requested and considered by the Council.
4. Judge shall, through the Court Administrator, act as the Chief Administrative Officer over the Goodyear Municipal Court. The Judge or his designee will regularly attend and participate in City Leadership Meetings as the court schedule allows.
5. Judge shall be considered a full-time employee of the City and devote as many hours as is necessary to effectively carry out the duties of the Presiding Municipal Court Judge. Judge shall, at a minimum, establish a weekly court schedule and shall be on duty pursuant to the schedule to preside over the regularly assigned calendar docket. In addition to the hours spent presiding over the regularly assigned calendar docket, the judge shall attend necessary training and conferences as required, attend meetings as required, be reasonably available to respond to after-hours requests for search warrants and protective orders, and address any other duties or work activities required of the Presiding Municipal Court Judge.
6. The Parties hereto agree that the Goodyear Municipal Court shall be governed by the provisions of Chapter 6 of the City Code of the City of Goodyear and such other charter provisions, laws, rules or regulations as may be deemed to have priority over the provisions of said Chapter 6.
7. City will provide adequate space and resources as may be reasonably necessary for the operations of the Goodyear Municipal Court. The Goodyear Municipal Court shall participate in the City of Goodyear budgeting and related planning processes.
8. City agrees to pay Judge a base salary in the amount of \$253,969 per year for the term of this Agreement, payable in installments at the same time that the other management employees of the City are paid. Additionally, the City shall make one annual deposit, on the first day of July of each year, to a City-offered 457 Deferred Compensation Plan in the amount equal to 10% of the base salary amount. Alternatively, the Judge may elect to have the City contribution to the Deferred Compensation Plan deposited pro-rata over twenty-six (26) pay periods, up to the IRS limit. In the event the Judge elects to have the Deferred Compensation Payments made over twenty-six (26) pay periods, the Judge shall notify the Human Resources Department of his election no later than December 15 of each year, and the contributions shall commence on the first pay period in January.

Should the City Council grant pay increases to the general non-represented employees for the Fiscal Year 2026-27 Budget, the Presiding Judge will receive a corresponding percentage increase to his Base Salary effective October 23, 2026 for the second year of his Employment Agreement.

9. Automobile Allowance: The Judge's duties require that he shall have the use of an automobile at times during his employment. Employer shall provide a sum of \$400 per month to the Judge as an automobile allowance. The automobile allowance paid pursuant to this Section 9 shall be in lieu of any other mileage or expense reimbursement established by City policy relating to vehicle expenses. The Judge shall at all times maintain automobile insurance coverage for the Judge's vehicle consistent with state law.
10. Judge agrees to remain in exclusive employ of the City for the time period defined in Section 1 of this Agreement, and not to accept any other employment or to become employed by any other employer until termination of his employment, unless an earlier termination date is accepted as hereinafter provided.
11. The Parties agree that Judge shall have the right to terminate this Contract upon thirty (30) days' written notice to the Mayor and Council for City. The City shall not be entitled to terminate this Contract prior to the expiration hereof except for cause as may be permitted or required by law. For the purposes of this contract, "cause" shall be defined as follows: (i) conviction of Employee of any misdemeanor involving personal gain to Employee or any felony act, (ii) knowing malfeasance or misfeasance in office; (iii) any other conduct which clearly brings the Employer into disrepute, contempt, scandal or ridicule or that reflects unfavorably upon the reputation or the high moral or ethical standards of the City; (iv) or any other failure to uphold his obligations under the City Charter, City Code, or other applicable laws. The parties recognize that the Judge must be able to exercise his judicial discretion in the exercise of his official duties and in making judicial decisions in the resolution of cases in the Goodyear Municipal Court. Accordingly, the parties agree that no cause shall arise from the Judge's exercise of judicial discretion in the performance of his official judicial duties.

Judge will provide quarterly written reports regarding the operation of the Goodyear Municipal Court to the Goodyear City Council, and one in-person annual report on the Judicial Branch at a regularly scheduled worksession of the Goodyear City Council in January of each year.

12. The Judge shall be entitled to the following:
 - a) Judge shall accrue 96 hours of sick leave annually.
 - b) Judge shall accrue hours of vacation leave under the City normal accrual rate for employees of similar seniority and based on years of membership with the Arizona State Retirement System. Judge shall be eligible to accrue and maintain unlimited sick leave and 320 hours of vacation leave. Accrued leave hours in excess of the maximums not taken annually by December 31, shall be written off the records unless such maximums of accrued leave are increased for other non-

represented employees of the City, in which case, those increased maximums shall also apply to the Judge.

- c) It is recognized that the Judge is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. To that end, Judge will be allowed 80 hours of annual executive leave to be accounted for as accrued administrative leave, above and beyond any normal vacation accruals. Such executive leave shall be deposited into the Judge's administrative leave account on November 1, of each contract year. Judge shall be eligible to maintain a maximum of one hundred (100) hours of executive leave, and accrued executive leave shall not be eligible to be paid out upon separation of employment. Hours in excess of the maximum accrual shall be lost at the end of each calendar year unless authorization to carry over is otherwise approved by the City.
 - d) Judge shall be entitled, upon termination of employment to payment of the lesser of: (i) 480 hours of accrued sick leave and all accrued vacation leave; or (ii) the actual sick leave accrued and actual vacation leave accrued as shown on the written records of the City. Notwithstanding the foregoing sentence, in the event the Judge separates employment from the Employer at a time when the Judge is otherwise eligible for retirement from the Arizona State Retirement System, the Judge shall be entitled to full payment for actual accrued sick leave and actual accrued vacation leave as shown in the written records of the Employer.
 - e) The accrued leave is provided notwithstanding City's policy encouraging available leave be taken annually for rest, relaxation, and recovery from illness.
13. So long as eligible under the respective benefit plans or programs, the Judge will be entitled to the following:
- a) Medical, dental, and life insurance benefits made available to City employees, provided that the Judge will pay (as a payroll deduction) that portion of the cost thereof as is paid by other employees.
 - b) The opportunity to participate in optional insurance or deferred compensation programs to the extent available.
 - c) Participation in the Arizona State Retirement Plan with contribution to be made by the Judge and the City consistent with the Plan.
 - d) The Judge shall be paid for City holidays consistent with the City Personnel Policies and Procedures Manual.
12. City shall defend, save harmless, and indemnify Judge against any tort, professional liability claim, or demand or other legal action, whether

groundless or otherwise, arising out of an alleged act or omissions within the scope of employment other than a claim for which it would be against public policy to indemnify the Judge. City shall compromise and settle any such claim or suit and pay the amount required to satisfy any settlement or judgment rendered thereon.

13. City agrees to budget and pay such professional dues and subscriptions on behalf of Judge as are necessary for full participation in national, regional, state, and local professional organizations, and chapters thereof, suitable and desirable for his continued professional participation, growth and advancement, and for the good of City. This will include but is not limited to Judge's annual dues for membership in the State Bar of Arizona. Said dues and subscriptions shall not exceed \$1,450.00 per contract year.
14. To the extent permitted by law, City shall budget and pay Judge's travel, conference registration, and subsistence expenses for professional and official travel, meetings, and related occasions adequate to continue Judge's professional development and pursuit of necessary official and other functions on behalf of City. City shall also budget and pay Judge's travel, registration, and subsistence expense for short courses, institutes and seminars necessary for Judge's professional development and continuing legal education requirements, and events that promote and benefit the City. The total of such expenses in the above shall not exceed \$4,500.00 per contract year.
15. **General Provisions**
 - a) This Agreement constitutes the full agreement between the parties; no amendment hereto shall be permitted during the term hereof except in writing, executed by the parties and with reference to this Agreement.
 - b) This Agreement and any amendments hereto shall be binding on the parties hereto, including their heirs or successors in interest.
 - c) This Agreement shall become effective and terminate as defined in Section 1 of this Agreement, except as otherwise provided for within this Agreement.
 - d) The terms and provisions of this Agreement are severable, and if any part hereof shall be held unconstitutional, invalid, or otherwise unenforceable, the remainder shall remain in full force and effect.
 - e) Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such notice is delivered to the City Clerk at City Hall; and if to Judge, such notice is delivered to his residence according to the address maintained on file at City Hall. Notices shall be delivered by certified mail (addressee only; return receipt requested) or by hand with appropriate return.

- f) Actions, duties, and obligations granted or imposed on the City pursuant to this Agreement shall be exercised by the vote of four or more council members (the Mayor shall be counted as a voting member of the City Council). The City Council may provide for a designee to take such actions on its behalf as may be consistent with the terms and provisions of this Agreement.
- g) Notwithstanding any agreements and/or intergovernmental agreements that the City may enter with other municipalities for the provision of municipal court services, the Parties agree that the Judge is in the exclusive employment of the City and shall report only to the Goodyear City Council and/or the Supreme Court of Arizona consistent with the City Charter, and Supreme Court rules and regulations.
- h) The Judge and City have mutually agreed to performance objectives to be utilized during the Judge's next performance review prior to the expiration of this Agreement in approximately September 2027 (attached as Exhibit A).

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date aforesaid.

CITY OF GOODYEAR, an Arizona
Municipal corporation

Hon. Manuel Delgado
(Presiding Municipal Court
Judge)

By: _____
Mayor Joe Pizzillo

Hon. Manuel Delgado

Attest:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

**Judge Delgado
Proposed Goals & Objectives
2025-2027**

GOALS:

1. Continue Q12 Employee Engagement, focusing on the Lean Impact Effort Matrix, in partnership with HR.
2. Evaluate and make recommendations to Council regarding the creation of a Specialty Court addressing Mental Health (SMI) defendants, either within the Goodyear Municipal Court or through an IGA with the Glendale City Court.
3. Improve the courtroom technology platform, with the goal of implementation of a virtual court proceeding docket for out-of-state defendants and to accommodate other special circumstances.