

**RESOLUTION 2021-04**

**CONTRACT FOR SERVICES AS  
PRESIDING MAGISTRATE OF  
THE CAREFREE – CAREFREE CONSOLIDATED MUNICIPAL COURT**

**WHEREAS**, under the provisions of A.R.S. § 22-402, the Common Council of the Town of Carefree ("the Council") is required to establish a Municipal Court; and

**WHEREAS**, during the month of October, 2013 the Town of Carefree, the Town of Cave Creek and the Honorable Norman J. Davis, Presiding Judge of Maricopa County Superior Court agreed to the terms of an Intergovernmental Agreement for the Town of Carefree to operate the Carefree-Cave Creek Consolidated Municipal Court.

**WHEREAS**, pursuant to the Carefree Town Code Article 4-1 and Section 4-2-1, this Consolidated Municipal Court is to be supervised and managed by a Presiding Magistrate who shall be appointed by the Carefree Town Council at a salary or other compensation as the Carefree Town Council may determine at the time of such appointment; and

**WHEREAS**, the current Presiding Magistrate Stephanie A. Olohan has accepted a full time position with the City of Mesa Municipal Court.

**WHEREAS**, over the past month, the Town's selection committee has vetted and interview applicants to fill the vacancy and recommends.

**WHEREAS**, the committee recommends Tara E. Parascandola as the Consolidated Court's next Presiding Magistrate.

**WHEREAS**, the parties have agreed to the following contractual terms:

**NOW THEREFORE**, it is agreed that Tara E. Parascandola will serve as the Presiding Magistrate of the Carefree-Cave Creek Consolidated Municipal Court and will simultaneously serve as Carefree's Juvenile Hearing Officer for the term of four years commencing on April 7, 2021, and ending on April 1, 2025, under the following terms and conditions unless the contract is renegotiated and/or renewed by the parties.:

1. The compensation of the Presiding Magistrate shall be Three Thousand Seven Hundred and Fifty dollars (\$3,750) per month, payable on the last business day of each month. Compensation shall be increased by 3% effective the first day of July beginning July 2022.
2. The position of Presiding Magistrate and the duties of that Office are set forth in Sections 4-2-4 and 4-3-1(A) of the Carefree Town Code. The Presiding Magistrate will fulfill the duties and responsibilities of the office in compliance with the Constitution and laws of the State of Arizona, the ordinances of the Town of

Carefree, and the Code of Judicial Responsibility adopted by the Supreme Court of the State of Arizona.

3. The parties intend that the relationship created by the contract shall be that of service recipient and independent contractor and not that of employer and employee. In this regard, the Presiding Magistrate shall retain the exclusive right to control and direct all details of her work. None of the benefits, if any, which are provided by the Town of Carefree ("the Town") to its employees, shall be available to the Presiding Magistrate. The Presiding Magistrate's exclusion from benefit programs maintained by the Town is a material term of the terms of compensation negotiated by the parties. The Presiding Magistrate acknowledges that, as independent contractor, the Presiding Magistrate shall not be entitled to workers compensation benefits from the Town.
4. It is understood that the position of the Presiding Magistrate does not entitle the appointee to any benefits or salary in addition to the compensation set forth herein. The appointee will manage the schedule of the Court so as to minimize the number of hours per month that a Pro Tem Magistrate is called in to sit in the place of the Presiding Magistrate. If the total annual hours (based upon calendar year) of Pro Tem Magistrate services exceed twenty (20) hours, the additional hours paid to a Pro Tem Magistrate shall be deducted from the December invoice of the Presiding Magistrate services. For the initial year of the contract, New Judge Orientation training shall be exempt from the annual twenty (20) hour Pro Tem Magistrate limitation.
5. The Presiding Magistrate shall be reimbursed for out-of-pocket expenses incurred in the attendance of the Supreme Court-mandated continuing education seminars and required Arizona State Bar membership dues.
6. The appointment and contract will terminate as of the effective date of any action taken by the Carefree Town Council for the elimination of the Municipal Court, pursuant to A.R.S. §22-402.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings written or oral, are hereby superseded and merged into this Agreement.

DATED this 6<sup>th</sup> day of April, 2021.



Tara E. Parascandola  
Presiding Magistrate  
Carefree-Cave Creek Consolidated Court

FOR THE TOWN OF CAREFREE




Les Peterson, Mayor

ATTESTED TO:

  
Kandace French Contreras,  
Town Clerk/Treasurer

APPROVED AS TO FORM:

  
Michael Wright, Town Attorney