



Staff Report

Agenda Item: EMPLOYMENT CONTRACT FOR HARRY CIPRIANO AS TOWN MAGISTRATE OF CLARKDALE- Discussion and consideration of the Employment Contract between the Town of Clarkdale and Harry Cipriano as Clarkdale Town Magistrate.

Support Contact: Mayor Von Gausig

Staff Contact: Kathy Bainbridge, Clerk

Meeting Date: June 24, 2008

Background: Harry Cipriano has served as the Town of Clarkdale Magistrate since June 13, 2006.

Recommendation: Staff recommends the approval of the Employment Contract between the Town of Clarkdale and Harry Cipriano as Clarkdale Town Magistrate.

EMPLOYEMENT CONTRACT

THIS AGREEMENT made this _____ day of _____, 2008, by and between the common council of the Town of Clarkdale, Arizona, hereinafter referred to as "The Council", and Harry Cipriano, hereinafter referred to as "Cipriano", witnesseth:

WHEREAS, the council desires to employ Cipriano as Town Magistrate of Clarkdale, Arizona, and provide for conditions of Cipriano's employment; and,

WHEREAS, Cipriano desires to be employed as Town Magistrate of Clarkdale, Arizona, under the terms and conditions outlined herein,

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows:

1. The Council hereby appoints Cipriano as Town Magistrate to perform the functions and duties specified in Section 3-2-6 of the Code of the Town of Clarkdale, Arizona, and such other reasonable functions and duties as the Council may direct.
2. The term of this appointment shall be from July 1, 2008 through June 30, 2009.
3. Cipriano hereby agrees to perform said duties to the best of his ability and at all times to uphold the canons of the Arizona Code of Judicial Conduct.
4. Pursuant to Section 3-1-1 of the Code of the Town of Clarkdale, the Magistrate may be removed by the Council only for cause.
5. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Cipriano to resign at any time from the position of Magistrate.
6. In the event Cipriano voluntarily resigns as Magistrate with the Town before expiration of the term of employment, Cipriano shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.
7. Cipriano's compensation for service rendered pursuant hereto shall be an Annual Salary of **\$18,500**. This total annual salary will be payable in bi-weekly increments and is based on a 14 hour per week schedule, which is inclusive of any on-call time, travel and education that is necessary throughout the year. The expected typical work week will consist of 8-hours per week.
8. The council agrees to budget and to pay for reasonable travel and subsistence expenses of Cipriano for short courses, institutes, seminars and conference that are necessary for his professional development and for the good of the Town. Cipriano shall be responsible for requesting funding for such expenses during the normal budget process for the Town.

9. Cipriano, as all employees, is subject to the Town of Clarkdale's Personnel Policy and Procedure Handbook. However, it should be noted that the policy does not directly address employees who are directly appointed by the Town Council. Therefore, some adjustments may be necessary in the interpretation of the applicability of some sections of the Handbook.
10. Cipriano agrees to schedule a meeting with the Council on an annual basis during the first quarter of each calendar year, to update the Council on the administration of the Clarkdale Magistrate Court and discuss budget and other issues for the upcoming fiscal year.
11. The Town shall defend, save harmless and indemnify Cipriano against any tort, professional liability claim or demand or other legal action, whether meritorious or not, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Cipriano's duties.
12. The Town shall also bear the full cost of any fidelity or other bonds required of Cipriano under any federal, state or local law or ordinance.
13. The text herein shall constitute the entire agreement between the parties. This agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the Town of Clarkdale, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Cipriano has signed and executed this agreement, both in duplicate, the day and year first above written.

APPROVED

APPROVED AS TO FORM:

Doug Von Gausig, Mayor

Boyle, Pecharich, Cline and Whittington
Town Attorneys
By: Robert Pecharich

ATTEST:

ACCEPTED:

Kathy Bainbridge, Town Clerk

Harry Cipriano