



# Staff Report

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Agenda Item:           **MAGISTRATE CONTRACT** – Discussion and consideration of an Employment Agreement between the Town of Clarkdale and Ronald Ramsey for the Town Magistrate position.

Staff Contact:           Janet Perry, Assistant Town Manager

Meeting Date:           May 25, 2010

Background:           *Clarkdale Town Code Section 5-2-1 – The presiding officer of the Magistrate's Court shall be the Town Magistrate, who shall be appointed by the Town Council.*

On March 18, 2010 Harry Cipriano tendered his resignation as Clarkdale's Town Magistrate. In the process following, a committee comprised of two Council members and two staff members ranked the 11 application received. Based on those results, the six top candidates were interviewed by a different committee comprised of the Mayor, Councilman Dehnert, the Town Manager and the Yavapai County Court Administrator.

The Mayor received authority from Council on May 13<sup>th</sup> to negotiate an Employment Agreement with a new Town Magistrate. Based on the results of the interview committee's recommendation, the Mayor has since successfully negotiated contractual terms with Ronald Ramsey to serve as Clarkdale's Magistrate. Attached is the proposed agreement with Mr. Ramsey. While the 2-year contract will have an effective date of June 1, 2010, Mr. Ramsey will be spending time prior to that date with Judge Cipriano and the Clarkdale Court staff to facilitate a successful transition.

Mr. Ramsey is a long-time resident of Arizona, with most of that time spent in the Verde Valley. He comes to us with a strong legal background, having served as Town Attorney in Camp Verde and Bullhead City, and most recently as Asst. City Attorney in Sedona.

Recommendation: To accept the terms of the Employment Agreement between the Town of Clarkdale and Ronald Ramsey for the Town Magistrate position as presented.



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## **EMPLOYMENT CONTRACT**

THIS AGREEMENT made this 25<sup>th</sup> day of May, 2010, by and between the Common Council of the Town of Clarkdale, Arizona, hereinafter referred to as "The Council", and Ronald Ramsey, hereinafter referred to as "Ramsey",

Witnesseth:

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

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

WHEREAS, the Town of Clarkdale Town Code, Section 3-2-6(B) provides for a two (2) year term; and,

WHEREAS, the Town of Clarkdale is considering consolidation of Court services, including the Magistrate's Court, with another jurisdiction within the region pursuant to A.R.S. § 22-402 within the next two (2) years;

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 Ramsey 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 for a period of two (2) years beginning June 1, 2010, and ending May 31, 2012, unless the Town enters into an Intergovernmental Agreement with another jurisdiction to consolidate Court services, including the Magistrate's Court, in which case this appointment will end upon the opening of the consolidated Magistrate's Court.
3. Ramsey 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 Ramsey to resign at any time from the position of Magistrate.



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6. In the event Ramsey voluntarily resigns as Magistrate with the Town before expiration of the term of employment, Ramsey shall give the Council at least sixty (60) days written notice, unless the parties otherwise agree in writing.
7. Ramsey's compensation for services rendered pursuant hereto shall be an Annual Salary of \$17,500. This total annual salary will be payable in bi-weekly increments and is based on a fourteen (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 eight (8) hours per week.
8. The Council agrees to budget and to pay for reasonable travel and subsistence expenses of Ramsey for short courses, institutes, seminars and conference that are necessary for his professional development and for the good of the Town. Ramsey shall be responsible for requesting funding for such expenses during the normal budget process for the Town.
9. Ramsey, 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. Ramsey 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 Ramsey 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 Ramsey's duties.
12. The Town shall also bear the full cost of any fidelity or other bonds required of Ramsey 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 Ramsey has signed and executed this agreement, both in duplicate, the day and year first above written.



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APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Doug Von Gausig, Mayor

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Robert S. Pecharich  
Boyle, Pecharich, Cline, Whittington &  
Stallings, Town Attorney

ATTEST:

ACCEPTED:

\_\_\_\_\_  
Kathy Bainbridge, Town Clerk

\_\_\_\_\_  
Ronald Ramsey