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**AGENDA
SPECIAL SESSION
MAYOR and COMMON COUNCIL
of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, # 106
WEDNESDAY, MARCH 7, 2012
5:30 p.m.**

1. **Call to Order**
2. **Roll Call**
3. **Discussion with Magistrate Harry Cipriano relative to a proposed contract for Magistrate services for the Camp Verde Magistrate Court.** Note: Council may vote to discuss this matter in Executive Session pursuant to ARS §38-431.03 (A)(1) for discussion or consideration of assignment, appointment, and salaries and (A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Attorney regarding contracts that are the subject of negotiations.
4. **Adjournment**

Posted by:

V. J. J. J.

Date/Time:

3-1-2012

8:45 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

**TOWN OF CAMP VERDE MAGISTRATE
EMPLOYMENT AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, is made and entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Harry E. Cipriano ("Magistrate"), hereinafter referred to as "Cipriano", witnesseth:

WHEREAS, the Council desires to employ the services of Harry Cipriano as The Town Magistrate of Camp Verde, Arizona, as provided by A.R.S. 9-240. B.28 (general powers), 9-237 (appointed officers) and provide for conditions of Cipriano's employment; and,

WHEREAS, Cipriano desires to be employed as Town Magistrate of Camp Verde, 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 the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct.

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 17 day of March, 2012 through the 17 day of March, 2014.

2. Compensation. Cipriano shall be paid the annual base salary of \$63,500.00 in twenty-six (26) bi-weekly installments and is based on a 24 hour per week schedule, which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 20 hours per week for the period of employment. Cipriano shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall be responsible for all payroll withholdings as required by law. The Town will withhold such amounts on behalf of the Cipriano as requested by him, in writing. Cipriano shall not be entitled to any other employee benefits, except an amount equal to the Town's retirement program contribution on the same basis as other employees of the Town. 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. In the event Cipriano voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of employment, Cipriano shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing. In addition to the sixty (60) days notice, the Magistrate agrees to be

available to the Town of Camp Verde for consultation for an additional thirty (30) days, for compensation at a rate of fifty (50) dollars per hour.

3. Work Hours. The Magistrate shall set the court hours and court docket to ensure that all cases are handled in a timely and reasonable manner during workdays except for legal holidays. The Magistrate or appropriate substitute shall be available as necessary on workdays when court is not in session, during weekends and on legal holidays to accommodate special circumstances that may from time to time arise. The Court Administrator shall maintain the Magistrate's calendar to ensure that all appropriate city personnel who need to make contact with the Magistrate or an appropriate substitute can readily do so.

4. Telephone. The Magistrate is required to maintain a personal telephone at which he may be reached in emergency situations. Such telephone shall be the financial responsibility of the Magistrate.

5. Duties. Cipriano shall perform all duties in the Town of Camp Verde, Town Code, Section 5-2-2; Title 22, Chapter 4, Articles 1 and 2 of the Arizona Revised Statutes; and all regulations, orders, policies and handbooks established by the Arizona Supreme Court, as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Cipriano shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

6. Conditions of Employment.

(a) Cipriano shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.

(b) Cipriano shall at all times insure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.

(c) The Town shall also bear full cost of any fidelity or other bonds required of Cipriano under any federal, state or local law or ordinance.

(d) Cipriano shall not during his term of employment commit any act which would be grounds for dismissal pursuant to the Personnel Rules and Regulations of the Town of Camp Verde.

(e) 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 any alleged act or omission occurring in the performance of Cipriano's duties.

(f) Cipriano shall make available to the citizens/ customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

7. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Cipriano shall be allowed to attend at Town expense, subject to proper budgetary approval, any conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

8. Termination. During the term of this Agreement, Cipriano may be removed from office for violation of this Agreement by the Town Council of the Town of Camp Verde. Notice of removal of office shall be delivered in writing to the Magistrate and Cipriano shall have the right to request a hearing before the Town Council of the Town of Camp Verde. Any such request for hearing and any hearing shall be in accordance with Section 1401 C of the Personnel Manual of the Town of Camp Verde, except that said hearing shall be before the Town Council of the Town of Camp Verde and not the Personnel Board.

IN WITNESS WHEREOF, the Town of Camp Verde, 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.

DATED this _____ day of _____ 2012

APPROVED:

Bob Burnside, Mayor

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

Bill Sims, Town Attorney

ACCEPTED:

Harry E. Cipriano, Magistrate

AGREEMENT

THIS AGREEMENT is entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Harry E. Cipriano, hereinafter referred to as "Cipriano", witnesseth:

WHEREAS, the Council desires to employ Cipriano as The Town Magistrate of Camp Verde, Arizona, and provide for conditions of Cipriano's employment; and,

WHEREAS, Cipriano desires to be employed as Town Magistrate of Camp Verde, 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 the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct..

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 17 day of March 2010 through the 17 day of March, 2012

2. Compensation. Cipriano shall be paid the annual sum \$53,500.00 in twenty-six (26) bi-weekly installments and is based on a 23 hour per week schedule, which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 20-hours per week for the period of employment. Cipriano shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall be responsible for all payroll withholdings as required by law. The Town will withhold such amounts on behalf of the Cipriano as requested by him, in writing. Cipriano shall not be entitled to any other employee benefits, except an amount equal to the Town's retirement program contribution on the same basis as other employees of the Town. 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. In the event Cipriano voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of employment, Cipriano shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.

3. Duties. Cipriano shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Cipriano shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

4. Conditions of Employment.

(a) Cipriano shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.

(b) Cipriano shall at all times insure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.

(c) The Town shall also bear full cost of any fidelity or other bonds required of Cipriano under any federal, state or local law or ordinance.

(d) Cipriano shall not during his term of employment commit any act which would be grounds for dismissal pursuant to the Personnel Rules and Regulations of the Town of Camp Verde.

(e) Cipriano shall make available to the citizens/ customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

5. Training and Support. The Town will pay all necessary dues, membership fees, publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Cipriano shall be allowed to attend at Town expense, subject to proper budgetary approval, any conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

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IN WITNESS WHEREOF, the Town of Camp Verde, 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.

DATED this 8 day of April 2010

APPROVED:



Bob Burnside, Mayor

APPROVED AS TO FORM:



Bill Sims, Town Attorney

ATTEST:



Deborah Barber, Town Clerk

ACCEPTED:



Harry E. Cipriano

ORDINANCE 2002-A243

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AMENDING SECTION 5-2-1, TOWN MAGISTRATE

WHEREAS, Administrative Order #2002-66 issued by the Supreme Court has required the termination of all non-attorneys as Judge Pro Tempore and as it remains imperative to have a Judge available in the event the Presiding Judge was not available; and

WHEREAS, currently the court must pay an hourly rate to a Judge Pro-Tempore to cover the hours when the Presiding Magistrate is unavailable, as the magistrate must attend mandatory training and may be unavailable due to illness, vacation and an occasional recusal and due to the fact that the caseload is steadily increasing and makes estimating for budget difficult,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

Section 1. Amending Section 5-2-1 of the Camp Verde Town Code as follows:

Section 5-2-1 Town Magistrate

The presiding officer of the municipal MAGISTRATE court AND SUCH OTHER MAGISTRATES AS DEEMED NECESSARY BY THE COUNCIL shall be the Town Magistrate, who shall be appointed by the Council. A MAGISTRATE SHALL SERVE FOR A TERM OF EITHER TWO OR FOUR YEARS. DURING SUCH TERM, A MAGISTRATE MAY BE REMOVED ONLY FOR CAUSE. ~~for a two-year or four-year term, as determined by Council.~~

Section 2. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted herein by reference, are hereby repealed, effective as of the effective date of this ordinance.


Section 3. This ordinance is effective upon completion of publication and any posting as required by law.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the


decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 25 day of September 2001.

Approved as to Form:


Julie Kriegh, Town Attorney

Date 9-27-02


Brenda Hauser, Mayor

Attest:


Deborah Barber, Town Clerk