

EMPLOYMENT CONTRACT

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between the Town Council of the town of Jerome, Arizona, a municipal corporation (hereinafter referred to as “Jerome”), and Angela Napper (hereinafter “Ms. Napper”).

WHEREAS, Jerome wishes to employ Ms. Napper as Town Magistrate of Jerome, Arizona, and provide for conditions of Ms. Napper’s employment,

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

1. Jerome hereby appoints Ms. Napper as Town Magistrate to perform the functions and duties of Magistrate for the Town of Jerome, and for such other reasonable judicial and court-related administrative functions and duties as Jerome may, from time to time, direct.
2. The term of this appointment shall be from July 1, 2024 through June 30, 2027. The dates of this Agreement are intended to coincide with current fiscal years.
3. Ms. Napper hereby agrees to perform said duties to the best of her ability and at all times to uphold the canons of the Arizona Code of Judicial Conduct.
4. Prior to the end of her appointment as provided for in Section 2, above, Ms. Napper may only be removed from her employment duties by Jerome for cause.
5. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Ms. Napper to resign at any time from the position of Magistrate.
6. In the event Ms. Napper voluntarily resigns as Magistrate of Jerome, before expiration of the term of employment, Ms. Napper shall give Jerome sixty (60) days written notice, unless the parties agree otherwise, in writing.
7. Compensation. Ms. Napper’ compensation for her services rendered hereto shall be:
 - a. Thirty-four Thousand Dollars (\$34,000.00) per year during the entire term of this agreement, paid to Ms. Napper in equal biweekly payments.
 - b. The amount of compensation set forth herein may be increased during the term of this Agreement, at the sole discretion of the Town Council, based upon cost-of-living adjustments or other market adjustments deemed appropriate by the Town Council.
 - c. Jerome shall contribute to a Retirement Fund on behalf of Ms. Napper during each year of Ms. Napper’s employment, a matching contribution up to the standard percentage of compensation from the Town as established by the Town Council. For the fiscal year 2024, that is ten percent.
 - d. Ms. Napper shall receive 36 hours of paid vacation per year.
8. Jerome agrees to budget and to pay for reasonable travel and subsistence expenses of Ms. Napper for short courses, institutes, seminars and conferences that are necessary for and beneficial to her professional development and to Jerome. Ms. Napper shall be responsible for requesting funding for such expenses in writing during the normal budget process for Jerome.

9. Jerome agrees to budget and pay for reasonable personal cell phone expenses of Ms. Napper, which may be incurred due to court-related business or during on-call hours. Jerome will reimburse Ms. Napper for 25% of her monthly cell phone charge for the months in which she is required to put in on-call time. Jerome expects these reimbursements to total approximately \$20.00 per month of on-call time, or \$240.00 per year.
10. Ms. Napper agrees to schedule a meeting with the Jerome Council and the Town Manager, in the form of a Town Council work session, on an annual basis to update the Council on the administration of the Jerome Magistrate Court and to discuss budget and other issues for the upcoming fiscal year.
11. Recognizing that the needs of the Jerome Magistrate's Court do not require full-time staff and that any and all persons conducting business for, within and on behalf of the Jerome magistrate's court will be only working part-time for that Court, any and all staff required toward the operation of the Jerome Magistrate Court shall be selected by Ms. Napper in consultation with the Jerome Town Manager.
12. The Town shall defend, save harmless and indemnify Ms. Napper 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 Ms. Napper's duties. Jerome shall also bear the full cost of any fidelity or other bonds required of Ms. Napper 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 and shall only be amended through a written modification agreement signed by the parties.

IN WITNESS WHEREOF, the Town of Jerome, Arizona, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and Ms. Napper has signed and executed this Agreement, both in duplicate, the date and year first above written.

APPROVED:

Christina "Alex" Barber, Mayor

ATTEST:

ACCEPTED:

Brett Klein, Town Manager /Clerk
Town of Jerome

Honorable Angela Napper