

LISA M. JOHNSON

- **Signed Employment Agreement**
- **Resume/CV**

Lisa M. Johnson

10105 E. Via Linda 103-291, Scottsdale, AZ 85258, 480-201-6088, lmj3114@outlook.com

Experience

6/2019 to present, *Pro Tempore Judge*, Mesa Municipal Court, Mesa, AZ

Part time assignments to all divisions as needed: criminal, jury trials, civil traffic, in custody court, and protective orders, including a general motion practice.

11/2014 to 6/2019, *City Magistrate*, Mesa Municipal Court, Mesa, AZ

Presided over misdemeanor bench and jury trials. Presided over Rule 11 courtroom. Conducted protective order and civil traffic hearings. Presided over arraignments, pretrial conferences, sentencings, restitution hearings and probation violation matters. Presided over in custody court (jail court). Issued bench warrants with findings of probable cause. Ruled on oral and written motions daily. Rendered written opinions on briefs, analyzing relevant research. Coordinated heavy calendar of criminal cases. Trained new magistrates and pro tempore judges. Used with proficiency all automated case management systems as a paperless court: EDMS (document management), CMS (court management systems) and Excel (court forms).

11/2007 to 11/2014, *Pro Tempore Judge*, Mesa Municipal Court, Mesa, AZ

Full time assignment to a specialty division, Arraignment division. In addition to the above judicial responsibilities, arraigned every criminal defendant cited within the city. Conducted specialized Driving Under the Influence calendar, two mornings a week.

12/2008 to 12/2010, *Pro Tempore Judge*, Apache Junction Municipal Court, Apache Junction, AZ

Presided over misdemeanor bench and jury trials. Conducted protective order and civil traffic hearings. Presided over arraignments, pretrial conferences, sentencings, restitution hearings and probation violation matters. Issued bench warrants after finding of probable cause. Ruled on oral and written motions. Rendered opinions on briefs after analyzing relevant research.

10/1995 to 5/1999, *Estate Planning Attorney*, Baptist Foundation of Arizona, Phoenix, AZ

Raised over 2 million dollars in charitable gifts. Facilitated completion of complicated estate plans to reduce taxation. Researched legal issues and provided memoranda on estate planning and taxation issues. Presented money management seminars and continuing legal education seminars. Managed three staff members.

8/1992 to 10/1995, *Deputy County Attorney*, Maricopa County Attorney's Office, Mesa, AZ

Conducted over fifteen felony jury trials, prosecuted domestic violence crimes as a lead domestic violence prosecutor. Specialized in Vehicular Crimes (DUI). Charged and prosecuted felony crimes. Interviewed victims and witness for trial preparation. Researched and wrote motions in heavy pretrial motion practice. Top Graduate Drug Recognition Expert School (DRE). MCAO Special Recognition Award 1995 for nine successful felony jury trial prosecutions within a ten month period. Prosecuted in Justice Courts for preliminary hearings and civil traffic hearings. Presented criminal indictments to the Grand Jury.

Education

5/1992, *Juris Doctor, Cum Laude*, Arizona State University College of Law, Tempe AZ

5/1989, *Bachelor of Arts*, University of Arizona, Tucson, AZ

Community

3/2021 to present, *Mentor*, The Lantern Network, Nashville, TN: a mentorship program for underestimated college students.

9/2017 to 6/2019, *Tour Volunteer*, i.d.e.a. Museum, Mesa, AZ: led tours for student groups to the art museum.

8/2017 to 6/2019, *Reviewer* (editor), Arizona Talking Book Library, Library of Congress, Phoenix, AZ: edited recorded works of Arizona Literature for the blind.

Specialized Training

2015/2009, Limited Jurisdiction New Judge Orientation and Training, Arizona Supreme Court

2008, Civil Traffic Hearing Officer Training, Arizona Supreme Court

1995, Drug Recognition and Evaluation School, National Highway Traffic Safety Administration

1995, Accident Reconstruction School, National Highway Traffic Safety Administration

1994, National Conference on Domestic Violence, National College of District Attorneys

EMPLOYMENT AGREEMENT WITH LISA M. JOHNSON FOR APACHE
JUNCTION MUNICIPAL COURT ASSOCIATE MAGISTRATE SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__ (the "Effective Date") by and between CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City") and _____, ("Employee"), both of which may be hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. City desires to establish a rotation list of associate magistrates on an as-needed basis for part-time municipal court judicial services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. Judicial appointments are categorically exempt from the open market recruitment/procurement procedures pursuant to Apache Junction City Code ("A.J.C.C.") Vol. I, § 3-7-7(A), however, pursuant to A.J.C.C., Vol I, § 5-1-2, associate magistrates must be appointed by the mayor and city council.

C. The Parties have set forth below the contemplated services that will be provided to the City and the payment terms for such services.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSOCIATE MAGISTRATE DUTIES: City hereby agrees to hire Employee to perform the functions and duties specified in the Apache Junction City Code, Volume I, Chapter 5: Municipal Court, Article 5-1: Municipal Court, on a part-time, as-needed basis, and Employee agrees to perform the duties as further detailed in Exhibit A.

2. TERM/RENEWAL:

A. This Agreement shall be effective from _____, 20__ through _____, 20__ (the "Term") unless otherwise terminated as set forth herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Employee as provided by state law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from employment of City, subject only to the provisions set forth in Section 3 of this Agreement.

3. TERMINATION: In the event Employee voluntarily resigns his/her position before expiration of the aforesaid Term, Employee shall provide City written thirty (30) calendar day advance notice.

4. SALARY AND ANNUAL PERFORMANCE EVALUATION: City agrees to pay Employee for his/her part-time services rendered pursuant hereto at hourly rate of \$60 Dollars and .00 Cents (\$60.00) but in no case shall Employee work more than thirty (30) hour per week.

5. HOURS OF WORK; VACATION; SICK LEAVE; PERSONAL DAYS:

A. Hours Monday - Friday. Employee shall work on an as-needed basis and shall be on a rotation list with other associate magistrates.

B. Weekend Hours. Employee will provide services as needed on weekends as directed by the presiding magistrate.

C. Hours of Work. It is recognized that Employee may be required to routinely work outside traditional business hours.

6. OTHER TERMS AND CONDITIONS:

A. City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the Apache Junction City Code, Arizona Revised Statutes, or any other statute, ordinance or regulation.

7. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. **NOTICES:** All notices required under this Agreement shall be in writing and shall be sent by first class U.S. certified mail, postage prepaid, return receipt requested, addressed to the following Parties:

If to City: City of Apache Junction
Presiding Magistrate
300 East Superstition Boulevard
Apache Junction, AZ 85119

If to Employee: On file with Apache Junction
Municipal Court

8. **ASSIGNMENT:** This Agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, Employee and City have executed this Agreement as of the date first set forth above.

EMPLOYEE:

[NAME]

By: [NAME]

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Aaron LaSota
Its: Presiding Magistrate

APPROVED AS TO FORM:

R. Joel Stern
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day
of _____ 2024, by _____.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day
of _____ 2024, by Aaron LaSota, Presiding Magistrate of the City of
Apache Junction.

Notary Public

My Commission Expires:

EXHIBIT A

SCOPE OF WORK

Performs the work of an associate magistrate, presiding over misdemeanors, civil traffic cases and other legal proceedings filed with the court, in accordance with published standards and requirements of the Arizona Supreme Court.

Responsible for applying relevant Supreme Court Rules, states statutes, city ordinances, and case law when presiding over trials to the court, trials to a jury, pre-trial conferences, arraignments, motions and other hearings.

Support the City's policies, goals and objectives and work with management and other staff to ethically achieve such goals and objectives; ensure compliance with safety procedures.