

CITY OF SAN LUIS, ARIZONA
Employment of an
On-Call, As-Needed, Temporary, Assistant City Magistrate

This on-call, as-needed, temporary, assistant city magistrate employment contract (“Contract”) is entered into this ___ day of August 2023 and effective as of July 18, 2023, under Yuma County Superior Court Administrative Order 2023-20 by and between the CITY OF SAN LUIS, ARIZONA, an Arizona municipal corporation (“City”) and JERRY G. LANDAU, an individual (“Assistant Magistrate”). City and Assistant Magistrate may be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, the San Luis Magistrate’s Court established under San Luis City Code § 2.30.010 (“Magistrate’s Court”) is without a Presiding Magistrate; and

WHEREAS, on January 11, 2023, Arizona Supreme Court Chief Justice Robert Brutinel issued Administrative Order 2023-04 ordering Yuma County Superior Court Presiding Judge David M. Haws to assume administrative control and oversight of the day-to-day operations of the Magistrate’s Court, including the power to assign judicial officers as needed to conduct the court business; and

WHEREAS, the Arizona Constitution, at Article 6 § 11, requires county presiding judges to exercise administrative supervision over the judges in their counties.

WHEREAS, Chief Justice Brutinel’s order required the City to pay any costs associated with operating the Magistrate’s Court, including the cost for judicial officers; and

WHEREAS, on July 18, 2023, Presiding Judge Haws issued Administrative Order 2023-20 appointing Jerry G. Landau as an on-call, as needed, Assistant City Magistrate and ordered the City to prepare a separate contract;

WHEREAS, Jerry G. Landau has more than forty years of legal experience, including:

- Division Chief in the Maricopa County Attorney’s Office,
- Director of Government Affairs for the Arizona Supreme Court Administrative Office of the Courts, and
- continued affiliation with the Arizona Supreme Court as a Special Projects Consultant, which also includes a recent appointment to temporarily serve in both Page Justice Court and Maricopa County Courts;

WHEREAS, under San Luis City Code § 2.30.210, an assistant city magistrate performs the duties of the City Magistrate in the absence of the City Magistrate;

WHEREAS, San Luis City Code § 2.30.210 authorizes the San Luis City Council to set the terms for employment for an Assistant City Magistrate; and

WHEREAS, on July 26, 2023, San Luis City Council authorized hiring Jerry G. Landau as Assistant Magistrate at the compensation in Section 4 of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which is by this Contract acknowledged, the City and Assistant Magistrate voluntarily and knowingly agree as follows:

Section 1 **Duties**

- A. The Assistant Magistrate shall perform the function and duties specified in the San Luis City Code or as required by Arizona law or the Arizona Supreme Court rule of regulation for an Assistant Magistrate.
- B. The Assistant Magistrate shall train Magistrate’s Court staff on judicial procedures and recordkeeping necessary for its efficient operation and in service to the public having business with the Magistrate’s Court.
- C. The Assistant Magistrate shall perform and cause the Magistrate’s Court staff to perform their functions and duties in compliance with all applicable San Luis Personnel Policies, other City policies, and procedures in the City’s Code, orders, or directives.

Section 2 **Term**

- A. The Parties agree that this Contract ends when the City hires a Magistrate unless a brief overlap of the Assistant City Magistrate and the hired Magistrate is reasonable for both the City’s budget and the Magistrate’s Court judicial operations. The Parties agree to facilitate communication with the Office of the Presiding Judge and the City throughout the process of hiring a permanent Magistrate. The Parties agree to meet to discuss the Magistrate’s Court’s operational needs and duration of any overlap of the Assistant Magistrate and the Magistrate and the City’s budgetary constraints.
- B. The Parties agree that in no circumstances shall this Contract exceed a two-year term and shall terminate automatically on July 17, 2025, if it has not terminated earlier.

Section 3 **Termination**

The City may terminate this Contract immediately if the Assistant Magistrate is unable to discharge the Assistant Magistrate’s duties for any reason. The Assistant Magistrate agrees to advise the Mayor and City Council, City Management, and the City Attorney immediately if

the Assistant Magistrate receives a bar or judicial conduct complaint or becomes aware of any other matter that could possibly lead to removal from office.

Section 4 Compensation and Definitions

- A. **Definitions:** In addition to those terms previously defined in this Contract, the following definitions apply:

GSA means the United States General Services Administration.

Week means the City's payroll week, starting on Saturday and ending on Friday.

- B. Considering the Assistant Magistrate's experience, the City agrees to pay \$79.18 per hour, which is within the upper range of the City's pay grade for the position. Payment shall be every two weeks on the City's payroll schedule. The Assistant Magistrate shall have all employee benefits afforded a part-time, temporary, City employee. If there is a conflict between employee benefits and this Contract, this Contract shall control.
- C. Round-trip transportation is required from the Assistant Magistrate's home in Maricopa County to lodging near the Court for the Assistant Magistrate to fulfill this Contract. The City will compensate \$725.30 per round trip. The City is not compensating for the commute to and from the Magistrate's Court and the lodging.
- D. The City agrees to pay for meals at the GSA rate of \$15 for lunch (noon to 2:00 p.m.) and \$26 for dinner (after 6:00 p.m.) on days that the Assistant magistrate is away from home to conduct the business of the Magistrate's Court physically in person.
- E. The City agrees to pay lodging at the GSA rate (\$151.00 per night) for four (4) nights or fewer per Week. It is anticipated that the Assistant Magistrate will usually need only two (2) or three (3) nights' lodging per Week. If the Assistant Magistrate must stay five (5) nights in a particular Week due to necessary operations of the Magistrate's Court, then he shall notify the City Manager and City Finance Director or their designees as soon as practical that it is known that a fifth night will be needed. The City will get the benefit of the bargain if the lodging is less than \$151.00 per night. The Assistant Magistrate will pay out-of-pocket if the lodging is more than \$151.00 per night.

Section 5 Work Hours

The Assistant Magistrate shall work during such hours as are necessary to operate and maintain the Magistrate's Court properly, but in no circumstances shall the Assistant Magistrate work beyond twenty-eight (28) hours a Week. Transportation time is compensated in Section 4(C) above. Transportation time is not part of the twenty-eight (28) work hours calculation.

Section 6 Professional Development

- A. The City agrees to allow the Assistant Magistrate unpaid time off if the Assistant Magistrate must attend mandatory continuing legal or judicial education or other professional duties for the Arizona Supreme Court during the term of this Contract.
- B. The City will not provide the Assistant Magistrate funds and travel-related reimbursements for the purposes above in Section 6(A).

Section 7 Other Terms and Conditions of Employment

The City Council shall fix any other terms and conditions as it may determine from time to time relating to the performance of the Assistant Magistrate, provided that such terms and conditions are consistent with or otherwise not in conflict with provisions of this Contract, Administrative Orders of the Arizona Supreme Court or Administrative Orders of the Yuma County Superior Court Presiding Judge, Arizona Supreme Court rule or regulation, or other applicable law.

Section 8 Miscellaneous

- A. This Contract shall constitute the entire agreement between the Parties.
- B. If any portion of this Contract is held invalid by the decision of a court of competent jurisdiction or operation of law, then the remainder of this Contract shall not be affected and shall remain in full force and effect.
- C. A waiver of any right under this Contract must be in writing to be effective. This Contract may be amended only by a writing signed by the Parties. Any oral representation or modification concerning this Contract shall be of no force or effect.
- D. This Contract shall be interpreted that the Assistant Magistrate is an employee and not an independent contractor.
- E. The language of all parts of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. This Contract shall be governed by and construed under Arizona law except to the extent federal law applies. Any dispute or other legal action concerning this Contract shall be conducted in a court of competent jurisdiction in Arizona.
- F. This Contract is subject to the conflict cancellation provisions of A.R.S. § 38-511.

The parties have executed this Contract in the State of Arizona, the day and year first set forth above, which is the date the last Party signed.

Jerry G. Landau, Assistant Magistrate

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney