

## MAGISTRATE EMPLOYMENT CONTRACT

This employment agreement (“Contract”) is made this \_\_\_\_\_ day of November 2023, between:

City of San Luis City Hall 1090 East Union Street P.O. Box 1170 San Luis, Arizona 85349, an Arizona municipal corporation (“City”) and	Danae Figueroa an individual (“Magistrate”)
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City and Magistrate may be referred to individually as the “Party” and collectively as the “Parties.”

### RECITALS

- A. A.R.S. § 22-402(A) requires Arizona cities to have a municipal court.
- B. San Luis City Code Chapter 2.30 establishes a magistrate’s court (also referred to as a municipal court) and a magistrate.
- C. San Luis City Code § 2.30.200 provides that the magistrate is the presiding officer of the magistrate’s court.
- D. The City Council desires to secure and retain the services of the Magistrate while providing a means for terminating the Magistrate’s services (1) due to Magistrate’s inability to discharge the Magistrate’s duties, or (2) the City or Magistrate may otherwise desire to terminate the employment relationship under the law (including but not limited to the Arizona Grossetta-Serna Rule, the Winter v. Coor case, the Jett case<sup>1</sup>, and their progeny).
- E. The City is in need of a person possessing the skills and ability required to preside over the cases brought before the Magistrate’s Court and perform the ministerial duties required to operate the Magistrate’s Court.
- F. The Magistrate, through education and experience, possesses the requisite skills to perform these duties.

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<sup>1</sup> Pima County v. Grossetta, 54 Ariz. 530, 97 P.2d 538 (1939); Serna v. Pima County, 185 Ariz. 380, (1995); Winter v. Coor, 144 Ariz. 56, 64, 695 P.2d 1094, 1102 (1985), Jett v. City of Tucson, 180 Ariz. 115, 882 P.2d 426 (1994).

G. Therefore, the City Council desires to engage the services of the Magistrate under the authority of San Luis City Code § 2.30.200 to appoint a magistrate.

In consideration of the matters described above and of the mutual benefits and obligations in this Contract, the sufficiency of which is expressly acknowledged, the City and the Magistrate agree as follows:

SECTION I  
MUTUAL ASSENT TO EMPLOYMENT

The City employs, engages, and hires the Magistrate to act as the presiding magistrate of the San Luis Magistrate’s Court, and the Magistrate accepts and agrees to this employment, engagement, and hiring.

SECTION II  
GOVERNING LAW

- A. This Contract and the employment of the Magistrate under the Contract shall be subject to all applicable provisions of the San Luis City Code, Arizona law, including but not limited to the rules and regulations of the Arizona Supreme Court, Administrative Office of the Courts and to all amendments to such laws, rules, and regulations.
- B. The Parties agree that it is their intention and covenant that this Contract and performance under it and all suits and special proceedings relating to it be construed in accordance with, under, and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- C. This Contract shall be subject to the cancellation provisions of ARS § 38-511.

SECTION III  
DUTIES AND NATURE OF EMPLOYMENT DUTIES

- A. During the Agreement Period, the Magistrate shall perform the duties of the office as provided by law, including but not limited to Chapter 2.30 of Title 2 of the City Code and Chapter 4 of Title 22 of the Arizona Revised Statutes.

- B. This employment is for a neutral, objective judicial officer, and the employment is not subject to the will of the City Council. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.

SECTION IV  
PLACE OF EMPLOYMENT

The duties required of the Magistrate under this Contract shall be rendered at the San Luis Magistrate Court, also referred to as the San Luis Municipal Court, currently located at 767 North William Brooks Avenue, San Luis, Arizona, and such other place or places as the City shall in good faith require.

SECTION V  
TERM AND TERMINATION OF EMPLOYMENT

- A. The City shall hire the Magistrate for a term of two (2) years from the date of execution of this Contract (the "Agreement Period").
- B. The City Council may not terminate this Contract except for good cause. Termination "for cause" includes, but is not limited to, termination for materially breaching this Contract; intentional nonperformance or dereliction of the Magistrate's duties as detailed by this Contract; judicial misconduct in violation of the Arizona Code of Judicial Conduct as adopted by the Supreme Court of Arizona; any felony conviction; or conviction of a crime of moral turpitude.
- C. The Magistrate agrees to give notice to the City of any proceedings the Magistrate has before the Commission on Judicial Conduct or any State Bar discipline during the Agreement Period.

SECTION VI  
COMPENSATION

- A. The gross salary of the Magistrate shall be one hundred seven thousand nine hundred seventy-three dollars (\$107,973.00) per year, payable every two weeks. Adjustments or increases during the Agreement Period shall only occur if the Contract is amended by City Council action.
- B. During the Agreement Period, the Magistrate shall accrue and receive all categories of leave time under the City of San Luis Personnel Policies as if the Magistrate were part of the classified service.

C. During the Agreement Period, in addition to the gross salary in Section VI(A) above, the Magistrate shall receive all City benefits pursuant to City policy as if the Magistrate were part of the classified service.

#### SECTION VII OTHER EMPLOYMENT

The Magistrate shall devote all of the Magistrate's time, attention, knowledge, and skills solely to the magistrate position.

#### SECTION VIII FACILITIES, SUPPLIES, AND ASSISTANCE

The City shall furnish the Magistrate, at the City's expense, with a Magistrate Court. The City shall provide, at the City's expense, such Court personnel, supplies, equipment, and materials as may be required in the performance of the Magistrate's duties.

#### SECTION IX MODIFICATION

A modification or waiver of this Contract, or of any covenant, condition, or provision of it, shall not be valid unless in writing and executed by both the Parties. The Parties agree that the provisions of this paragraph may not be waived except by a duly executed writing as described above.

#### SECTION X SEVERABILITY

All agreements and covenants in this Contract are severable, and if any of them, with the exception of those contained in SECTIONS I, III, and VI, shall be held to be invalid by any competent court, this Contract shall be interpreted as if the invalid agreements or covenants were not contained.

#### SECTION XI ENTIRE AGREEMENT

This written Contract contains the sole and entire agreement between the Parties and shall supersede any and all other agreements between the Parties. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the Parties acknowledge that they have relied on their own judgment in entering into the same. The Parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no

effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

[Intentionally left blank. The signature page follows.]

In witness whereof, the City of San Luis, Arizona, has caused this Contract to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Danae Figueroa has signed and executed this Contract in Yuma County, Arizona, on the \_\_\_\_\_ day of November 2023.

**City of San Luis**

\_\_\_\_\_  
Nieves Riedel, Mayor

**Attest:**

**Approved as to form**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Magistrate**

\_\_\_\_\_  
Danae Figueroa