

MAGISTRATE EMPLOYMENT CONTRACT

This employment agreement (“Contract”) is effective on November 21, 2025, and was made this _____ day of November 2025, 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.” The term “City Manager” includes any Acting City Manager.

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 the Magistrate’s inability to discharge the Magistrate’s duties, or (2) the City or Magistrate may otherwise desire to terminate the employment relationship to the extent allowable under Arizona law.
- E. The City requires the services 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.
- 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 the Parties 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 and 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 A.R.S. § 38-511.

SECTION III - DUTIES AND NATURE OF EMPLOYMENT DUTIES

- A. During the Contract 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. Council will ensure funding is adequate to operate the court in the manner consistent with Arizona law.

SECTION IV - PLACE OF EMPLOYMENT

The Magistrate shall render the duties required under this Contract 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 November 21, 2025 (the "Contract Period").

- B. The City Council may not terminate this Contract except for 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. This Contract is contingent upon Magistrate’s continued acceptability by the Arizona Supreme Court and any other regulatory body that governs magistrate courts in the state of Arizona. In the event the Magistrate is unacceptable at any time for any reason(s) by the Arizona Supreme Court, this Contract is null and void. Magistrate agrees to advise the Mayor or City Manager immediately should Magistrate receive any judicial conduct complaint, or should Magistrate become aware of any other matter that could result in not being able to fulfill her duties as the City Magistrate. The Magistrate agrees to give immediate notice to the Mayor and the City Manager should the Magistrate receive any judicial conduct complaint or become the subject of any proceedings before the Commission on Judicial Conduct or any State Bar discipline during the Contract Period.
- D. The Magistrate may terminate this Contract with thirty (30) days’ written notice. The Magistrate shall continue to perform, in accordance with the requirements of this Contract, up to the date of termination, as directed in the termination notice.

SECTION VI - COMPENSATION

A. **Salary for November 21, 2025 - November 20, 2026:**

- The Magistrate’s gross salary shall be \$115,992.24, reflecting a 5% increase above the salary ending November 20, 2025. The City will pay this amount every two weeks.
- If, during the year starting November 21, 2025, the City increases the salaries of classified service employees in the same pay grade as the Magistrate by more than 5%, the Magistrate’s salary will be adjusted by the percentage that exceeds the 5% the Magistrate receives. Such an adjustment would take effect on the same date as the classified service salary increase, if any.
- For instance, if a 6% classified service increase were to take effect on July 1, 2026, the Magistrate’s salary would be increased by an additional 1% starting July 1, 2026.

B. **Salary for November 21, 2026 - November 20, 2027:**

- The Magistrate’s gross salary shall be \$121,791.85, reflecting a 5% increase above the year ending November 20, 2026. The City will pay this amount every two weeks.

- If, during the year starting November 21, 2026, the City increases the salaries of classified service employees in the same pay grade as the Magistrate by more than 5%, the Magistrate's salary will be adjusted by the percentage that exceeds the 5% the Magistrate receives in the same way as Section VI(A) above. Such an adjustment would take effect on the same date as the classified service salary increase, if any.
- C. During the Contract 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.
- D. During the Contract 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, except this Contract handles classified service salary increases as described in Section VI (A) and (B) above.
- E. The Magistrate shall devote their full working time, attention, and professional abilities to the performance of their duties and shall not engage in any other gainful employment or other activities that would detract from the work of the Magistrate.

SECTION VII - 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 necessary to fulfill the Court's constitutional and statutory duties. Nevertheless, the Magistrate agrees to comply with any budgeting and finance procedures established by the City and cooperate with the City Manager in reviewing and implementing such procedures as they agree on regarding the budget, staffing, and related administrative expenses of the Magistrate Court.

SECTION VIII - 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 (excluding Section VI (B) regarding accrued leave, which cannot be waived).

SECTION IX - 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 in this Contract.

SECTION X - 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 either may have made one 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.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this Contract this ____ day of November 2025.

FOR THE CITY OF SAN LUIS

Nieves Reidel
Mayor

ATTEST:

Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
City Attorney

FOR THE MAGISTRATE

Danae T. Figueroa
Magistrate